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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LUIS DE JESUS, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

GUARDIAN ANGEL HOME CARE, INC., a
Michigan Corporation; SAM D. KASSAB; an
individual, and DOES 2-50, Inclusive,

Defendants.

Case No: 37-2020-00021049-CU-OE-CTL

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: December 3, 2021
Hearing Time: 8:30am

Honorable Judge Ronald Frazier
Department: 65

Trial Date: Not Set
Action Filed: June 18, 2020

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am a partner of the law firm of Zakay Law Group, APC, co-lead counsel of record
3 for Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings and history of the
4 matter. The following facts are within my own personal knowledge, and if called as a witness, I
5 could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff Luis De
7 Jesus (“Plaintiff”) for an order: (1) preliminarily approving the proposed settlement of this putative
8 class and Private Attorneys General Act (“PAGA”) action with Defendant Guardian Angel Home
9 Care, Inc. (“Defendant”); (2) approving the form and method for providing class-wide notice; (3)
10 directing that notice of the proposed settlement be given to the class; and (4) scheduling a final
11 approval hearing date to consider Plaintiff’s motion for final approval of the settlement and entry
12 of the Judgment, and Plaintiff’s motion for approval of attorneys’ fees and litigation expenses.
13 Attached hereto as Exhibit #1 is a copy of the fully executed Class and PAGA Action Settlement
14 Agreement (“Agreement”) along with exhibits thereto. This Declaration incorporates by reference
15 the definitions in the Agreement, and all terms defined therein shall have the same meaning as set
16 forth in the Agreement.

17 A. Fairness of Settlement

18 3. As consideration for this Settlement, the total amount to be paid by Defendant is One
19 Million Dollars (\$1,000,000) (the “Gross Settlement Amount”). The Gross Settlement Amount will
20 settle all issues pending in this litigation between the Plaintiff and the Class on the one hand, and
21 the Defendant and the Released Parties, on the other hand, including: payment of all Settlement
22 Shares to Participating Class Members, the Class Representative Service Payments, the Class
23 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the payment to the California
24 Labor Workforce Development Agency (“LWDA Payment”), and the expenses of the Settlement
25 Administrator. The Gross Settlement Amount does not include Defendant’s share of employer
26 payroll taxes, which it shall pay separately. The Settlement is all-in with no reversion to Defendant
27 and no need to submit a claim form.

1 4. The relief provided in the Settlement will benefit all members of the Class who do
2 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or
3 segments of the Class in any way. Each Participating Class Member will be entitled to a cash
4 payment based on the plan of allocation described herein. Each Participating Class Member's
5 Settlement Share will be determined based upon the weeks worked by that employee during the
6 prescribed Class Period.

7 5. On August 2, 2021, the parties participated in a full-day mediation with Steven
8 Rottman, Esq., an experienced wage and hour class and PAGA action mediator. The mediation
9 concluded without an agreement to settle the Action . However, mediator Rottman made a mediator
10 proposal that was subsequently accepted by all parties. The basic terms were set forth in a signed
11 Memorandum of Understanding. The Parties then prepared the full Agreement, which was signed
12 by all counsel and the Parties and is now presented to this Court for preliminary approval. Plaintiff
13 and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

14 6. The amounts to compensate the Class Members for the alleged violations at the time
15 this Settlement was negotiated were calculated by Class Counsel. Plaintiff and Class Counsel
16 analyzed the data and determined the potential damages for the employees. For the Class, Plaintiff
17 estimates that Defendant was subject to maximum liability for damages in the amount of
18 \$5,189,022, consisting of \$3,175,559 for unpaid wages, \$174,175 for unreimbursed expenses, and
19 \$1,839,288 for meal and rest break periods. In addition, Plaintiff calculated that Defendant could
20 be liable for \$295,250 for wage statement penalties and 889,224 for waiting time penalties. Finally,
21 Plaintiff calculated that Defendant could be liable for PAGA penalties in an amount of \$4,678,750.
22 Consequently, the Settlement of approximately \$1,000,000.00 represents more than 19.3% of the
23 value of the maximum actual damages at issue. Furthermore, the Settlement represents almost
24 15.7% of the maximum combination of damages and penalties to the Class, assuming all of these
25 amounts could be proved at trial. Given the amount of the Settlement as compared to the potential
26 value of claims in this case, the Settlement is fair and reasonable. Clearly, the goal of this litigation
27 to provide compensation to Class Members for unpaid time and for allegedly missed rest breaks has
28 been met.

1 B. Procedural History of the Litigation

2 7. On June 19, 2020, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant. On August 27,
4 2020, Plaintiff filed an Amended Notice of Violations with the LWDA and served the same on
5 Defendant. On February 8, 2021, Plaintiff filed a Second Amended Notice of Violations with the
6 LWDA and served the same on Defendant. On June 18, 2020, plaintiff Luis De Jesus filed a class
7 action Complaint in the Action against Defendant in the Superior Court of the State of California,
8 County of San Diego. On March 24, 2021, Plaintiff amended the Complaint to add a claim under
9 the Private Attorneys General Act (PAGA). The First Amended Complaint, which is the operative
10 complaint, alleged claims for (1) unfair business practices; (2) failure to pay minimum wage; (3)
11 failure to pay overtime; (4) failure to authorize or permit meal breaks; (5) failure to authorize or
12 permit rest breaks; (6) failure to furnish accurate wage statements; (7) waiting time penalties; (8)
13 failure to reimburse for required business expenses in violation of Cal. Lab. Code §2802; (9) PAGA
14 violations; and (10) failure to pay sick time; (the “Action”).

15 8. Plaintiff seeks to represent a class of all of employees who are or previously were
16 employed by Defendant who earned piece-rate compensation in California during the Class Period,
17 which is April 6, 2016 to August 2, 2021 (the “Class”). The Action generally alleges that Defendant
18 failed to pay employees for all time worked, including overtime, failed to provide them with proper
19 meal breaks and rest breaks, failed to separately compensate employees for rest breaks, failed to
20 provide them with complete and accurate wage statements, failed to reimburse them for business
21 expenses, engaged in unfair business practices, and failed to timely pay them all wages owed at the
22 time of the separation of their employment. The Action seeks unpaid wages, statutory penalties,
23 civil penalties, attorneys’ fees, litigation costs , and any other equitable or legal relief allegedly due
24 and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

25 9. Prior to mediation, the Parties engaged in investigation and the exchange of
26 documents and information in connection with the Action. As part of this process, Defendant
27 provided a significant sample of time records and payroll records, as well as other documents and
28 information, to Class Counsel to review and analyze. On August 2, 2021, the Parties participated

1 in an all-day mediation presided over by Steven Rottman, Esq. The mediation concluded without
2 an agreement to settle the Action¹. However, mediator Rottman made a mediator proposal that was
3 subsequently accepted by all parties. The basic terms were set forth in a signed Memorandum of
4 Understanding. The Parties then prepared the full Agreement, which was signed by all counsel and
5 the Parties and is now presented to this Court for preliminary approval.

6 10. Accordingly, for purposes of this Settlement, the “Class” is defined as ““Class”
7 means all employees who are or previously were employed by Defendant who earned piece-rate
8 compensation in California during the Class Period.” (Agreement at ¶A(7)). The Class Period is
9 the period of time from April 6, 2016 to August 2, 2021. (*See id.* at ¶A(8)).

10 11. Although a resolution has been reached, Defendant denies any liability or
11 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
12 any purpose other than Settlement, the Action is appropriate for class treatment. Defendant
13 contends, among other things, that it has correctly and fully compensated the Class Members,
14 provided compliant meal and rest periods to the Class Members, provided complete, accurate
15 itemized wage statements, and complied at all times with the California Labor Code, and the
16 applicable Wage Orders. Further, Defendant contends that class certification would be
17 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
18 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
19 certification on the basis that the Plaintiff’s claims meet the requisites for class certification.
20 Without admitting that class certification is proper, Defendant has stipulated that the above Class
21 may be certified for settlement purposes only. The Parties agree that certification for settlement
22 purposes is not an admission that class certification would be proper or that Plaintiff would be an
23 adequate class representative if the class certification issues were litigated. Further, the Agreement
24 is not admissible in this or any other proceeding as evidence that the Class could be certified absent
25 a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
26 requisites for establishing class certification with respect to the Class, as defined above, are
27 satisfied.

28 ¹ Defined below.

1 12. Class Counsel has conducted a thorough investigation into the facts of the class
2 action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. Class
3 Counsel reviewed the production of documents from the Defendant. Prior to the settlement
4 negotiations, counsel for Defendant provided Class Counsel with access to the necessary data and
5 information for Class Counsel to evaluate the claims by the Class. Class Counsel conducted
6 extensive review of a significant sample of time records and data with the assistance of a damages
7 expert (Berger Consulting Group). Based on the foregoing data and their own independent
8 investigation, evaluation and experience, Class Counsel believe that the Settlement is fair,
9 reasonable, and adequate and are in the best interest of the Class in light of all known facts and
10 circumstances, including the risk of significant delay, the defenses asserted by Defendant, and
11 potential appellate issues.

12 C. Settlement Terms and Plan of Allocation

13 13. The Gross Settlement Amount to be paid by Defendant is One Million Dollars
14 (\$1,000,000). Under the Settlement, the Gross Settlement Amount consists of the following
15 elements: (1) payments of the Settlement Shares to Participating Class Members, including the
16 Class Members, (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
17 (3) Settlement Administration Costs, (4) the LWDA Payment, and (5) the Class Representative
18 Service Payment to the Plaintiff. The Gross Settlement Amount does not include Defendant's share
19 of employer payroll taxes, which Defendant shall pay to the Administrator separately. The Gross
20 Settlement Amount shall be all-in with no reversion to Defendant.

21 14. Within 65 days of final approval and the Judgment becomes final, the Defendant
22 will fund the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross
23 Settlement Amount, the Settlement Administrator will pay: the Participating Class Members their
24 Settlement Shares; Class Counsel their Class Counsel Fees Payment and the Class Counsel
25 Litigation Expenses Payment; the LWDA its LWDA Payment; and the Settlement Administrator
26 its Settlement Administration Costs, all in the amounts approved by the Court.

27 15. The Net Settlement Amount shall equal the net amount available for Settlement
28 shares to Participating Class Members from the Gross Settlement Amount after deducting the Court-

1 approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment,
2 the Class Counsel Litigation Expenses Payments, the LWDA Payment, and the Settlement
3 Administration Costs. The Settlement Administrator will pay a Settlement Share from the Net
4 Settlement Amount to each Participating Class Member. The submission of a claim form is not
5 required in order for the Participating Class Member to be paid his or her Settlement Share. The
6 Settlement Share for each Participating Class Member in the Class will be calculated by (a) dividing
7 this amount by the total number of workweeks worked by all Participating Class Members in the
8 Class during the Class Period to determine a dollar amount per workweek (“Workweek Payment”),
9 and (b) multiplying the total number of workweeks worked by each Participating Class Member in
10 the Class during the Class Period by the Workweek Payment. The entire Net Settlement Fund shall
11 be distributed.

12 16. Class Members will have 90 days after the mailing of the Class Notice to exclude
13 themselves or submit written objections. Class Members may choose to opt-out of the Settlement
14 by following the directions in the Class Notice. All Class Members who do not “opt out” will be
15 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
16 receive a settlement payment. Finally, the Class Notice will advise the Class Members of their right
17 to object to the Settlement.

18 17. If a check is returned to the Settlement Administrator, the Settlement Administrator
19 will make all reasonable efforts to obtain a correct address for the Participating Class Member and
20 re-mail the check to the Participating Class Member at his or her correct address. If a Participating
21 Class Member’s Settlement Share check is not cashed within 90 days after the Settlement
22 Administrator’s last mailing to the Participating Class Member, the Settlement Administrator will
23 send the affected Participating Class Member a notice informing him or her that unless the check is
24 cashed in the next 90 days, it will expire and become non-negotiable, and offer to replace the check
25 if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the
26 60 days period after this notice, the funds from such uncashed check will be paid to the Children’s
27 Advocacy Institute in the name of the Participating Class Member and the Participating Class
28 Member will remain bound by the Settlement.

1 18. The Parties have agreed to use ILYM Group as the Settlement Administrator for the
2 Settlement. Payment of the expenses of the Settlement Administrator from the Gross Settlement
3 Fund shall be made for the expenses of effectuating and administering the Settlement. The
4 Settlement Administrator shall receive payment for services in an amount not to exceed \$10,000.00.

5 19. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
6 a sum not to exceed 1/3 of the Gross Settlement Amount as their Class Counsel Fees Payment.
7 Class Counsel will also be allowed to apply separately for an award of litigation expenses in an
8 amount not to exceed \$20,000. In support of this request, Class Counsel will provide evidentiary
9 support, including lodestar method calculations. Subject to Court approval, the Agreement provides
10 for payment of Class Representative Service Payment of no more than \$10,000 for Plaintiff, or such
11 lesser amount as may be approved by the Court at final approval. Defendant will not oppose a
12 motion for approval of attorneys' fees, costs and a service award consistent with the Agreement.

13 20. Subject to Court approval, \$40,000 will be paid from the Gross Settlement Amount
14 for settlement of civil penalties under PAGA, Labor Code Section 2698 *et seq.* Pursuant to the
15 requirements of Labor Code §2699(i), the PAGA Payment shall be allocated \$30,000 (75%) to the
16 LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties and
17 \$10,000 (25%) to the Net Settlement Amount for distribution to the Participating Class Members
18 in the Class.

19 D. Risks of Continued Litigation and Standards for Approval

20 21. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
21 and trying the Action against Defendant through possible appeals which could take several years.
22 Class Counsel have also taken into account the uncertain outcome and risk of litigation, especially
23 in complex actions such as the one here. Class Counsel are also mindful of, and recognize, the
24 inherent problems of proof under, and asserted defenses to, the claims asserted in the Action. Based
25 upon their evaluation, Plaintiff and Class Counsel have determined that the settlement set forth in
26 the Agreement is in the best interest of the Class Members.

1 22. Here, a number of defenses asserted by Defendant presented serious threats to the
2 claims of the Plaintiffs and the other Class Members. Defendant asserted that the employment
3 practices complied with all applicable Labor Laws and with the FCRA.

4 23. Defendant argued that the Supreme Court decision in *Brinker v. Superior Court*, 53
5 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiff's claims, on liability, value, and class
6 certifiability as to the meal and rest period claims. A major component of the damages alleged to
7 have been suffered by the Class Members are attributed to missed meal and rest breaks. Before and
8 during the mediation, Defendant aggressively argued that Defendant's policies and culture afforded
9 the Class Members an opportunity to take timely meal and rest breaks, and that employees like the
10 Plaintiffs *chose* not to take compliant breaks. Defendant argued, therefore, that under the *Brinker*
11 decision it has no liability for the missed breaks whatsoever. Defendant argued that it adopted and
12 strictly enforced lawful policies, afforded Plaintiffs and the Class Members compliant meal and rest
13 breaks, and had a system in place to pay premiums when breaks were missed, short or untimely.
14 As to expense reimbursement, Defendant argued that any use of personal cellphones was voluntary,
15 and not a necessary expense that required reimbursement..

16 24. There was also a significant risk that, if the Action was not settled, Plaintiff would
17 be unable to obtain class certification and thereby not recover on behalf of any employee other than
18 themselves. Defendant argued that the individual experience of each employee varied with respect
19 to the alleged claims. While other cases have approved class certification of wage and hour claims,
20 class certification in this action would have been hotly disputed and was by no means a foregone
21 conclusion. Finally, even if class certification was successful, as demonstrated by the California
22 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
23 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

24 25. This Settlement is therefore entitled to preliminary approval. Were this case to go
25 to trial, the Plaintiffs and other Class Members would need to prove to the satisfaction of the Court,
26 among other things, that wages, premiums, and other damages were owed on a class-wide basis.
27 This was and is a substantial risk.
28

1 26. Plaintiff will apply to the Court for Class Representative Service Payments in
2 consideration for his service, his broad release, and for the risks undertaken on behalf of the Class.
3 (Agreement at ¶C(14)(i)). Plaintiff performed his duties admirably by working with Class Counsel.
4 The requested Plaintiff's service payments is well within the accepted range of awards for purposes
5 of preliminary approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
6 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*
7 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000
8 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007
9 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
10 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
11 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
12 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007)
13 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in
14 enhancements). As explained in *Glass*, service awards are routinely awarded to class
15 representatives to compensate the employees for the time and effort expended on the case, for the
16 risk of litigation, for the fear of suing an employer and retaliation therefrom, and to serve as an
17 incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

18 27. The stage of the proceedings at which this Settlement was reached also militates in
19 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel has
20 conducted a thorough investigation into the facts of the class action. Class Counsel began
21 investigating the Class Members' claims before this action was filed. Class Counsel performed
22 significant review and analysis of Defendant's documents, time records and pay records. Class
23 Counsel engaged in a thorough research and analysis of the relevant claims and data. Class Counsel
24 were also experienced with the claims at issue here, as Class Counsel previously litigated and settled
25 similar claims in numerous other actions. Accordingly, the Settlement did not occur until Class
26 Counsel possessed sufficient information to make an informed judgment regarding the likelihood
27 of success on the merits and results that could be obtained through further litigation.
28

1 28. Based on the foregoing data and their own independent investigation and evaluation,
2 Class Counsel is of the opinion that the settlement with Defendant for the terms set forth in the
3 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
4 known facts and circumstances, including the risk of significant delay, defenses asserted by
5 Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both
6 Parties possessed sufficient information to make an informed judgment regarding the likelihood of
7 success on the merits and the results that could be obtained through further litigation.

8 E. Class Certification Issues

9 29. Plaintiff contends that the proposed settlement meets all the requirements for class
10 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
11 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
12 should conditionally certify the Classes for settlement purposes only, defined as follows: “Class”
13 means all employees who are or previously were employed by Defendant who earned piece-rate
14 compensation in California during the Class Period. The Class Period is the period of time from
15 April 6, 2016 to August 2, 2021. The Parties estimate that there are 316 Class Members who
16 collectively worked approximately 14,000 workweeks.

17 a. **Numerosity** – Here, the approximately 316 current and former employees that
18 comprise the Class can be identified based on Defendant’s records and are
19 sufficiently numerous for class certification. All of these employees are
20 ascertainable because the class members can readily be determined through
21 examination of Defendant’s employment files. Given that the classes consist of
22 approximately 316 members, numerosity is satisfied. Moreover, the current and
23 former employees that comprise the Class can be identified based on Defendant’s
24 records and are sufficiently numerous for class certification.

25 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
26 of law and fact are present, and specifically the common questions of whether
27 Defendant’s employment practices were lawful, whether Defendant failed to
28 properly provide and/or pay for meal and rest periods, whether Defendant paid

1 for all time worked, whether Defendant provided accurate wage statements,
2 whether Defendant failed to pay all wages, and whether the Class is entitled to
3 compensation and related penalties.

4 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
5 is fully satisfied. The Plaintiff, like every other member of the Class was
6 employed by Defendant, earned piece-rate compensation, and is a member of the
7 Class. Plaintiff was subject to the same employment practices concerning
8 payment of wages, and the meal and rest periods, and received similar wage
9 statements. Thus, the claims of the Plaintiff and the Class Members arise from
10 the same course of conduct by the Defendant, involve the same employment
11 policies, and are based on the same legal theories.

12 d. **Adequacy** – The Class Members are adequately represented because Plaintiff
13 and Class Counsel (a) do not have any conflicts of interest with other class
14 members, and (b) will prosecute the case vigorously on behalf of the class. (See
15 *Hanlon* 150 F.3d at 1020). First, Plaintiff is well aware of his duties as
16 representatives of the Class and has actively participated in the prosecution of
17 this case to date. He effectively communicated with Class Counsel, provided
18 documents to them and participated in discovery, investigation and negotiations
19 in the Action. Second, Plaintiff retained competent counsel who are experienced
20 in employment class actions. Third, there is no antagonism between the interests
21 of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members
22 seek monetary relief under the same set of facts and legal theories.

23 30. Class Counsel are experienced in prosecuting class action lawsuits and can
24 competently represent the Class. Attorneys from Class Counsel's firms have extensive class
25 litigation experience, handling a number of class action and complex commercial cases and have
26 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
27 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
28 and other lawsuits involving complex issues of law and fact. Class Counsel have collectively been

1 involved as class counsel in over two hundred class action matters, including many wage and hour
2 class actions. Class Counsel has been found to be adequate counsel by the courts throughout
3 California. A true and correct copy of the resumes of the firms comprising Class Counsel are
4 attached hereto as Exhibit #2 and to the Declaration of Jean-Claude Lapuyade, filed concurrently
5 herewith. Thus, the adequacy requirement is satisfied.

6 31. The Class Notice, drafted jointly and agreed upon by the Parties through their
7 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
8 A to the Agreement). The Class Notice will include, among other information: (i) information
9 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
10 information to the Class Members regarding how to opt out and how to object to the Settlement;
11 (iv) the estimated settlement payment for each of the Class Members; (v) the amount of attorneys'
12 fees and litigation expenses to be sought; (vi) the amount of the Plaintiffs' Class Representative
13 Service Payment requests; (vii) the amount being paid to the LWDA; and (viii) the Settlement
14 Administration Costs. The Class Notice will state that the Class Members shall have ninety (90)
15 days from the date that the Class Notice is mailed to them to request exclusion or to submit an
16 objection. The Class Members will be given an opportunity to object to the terms of the Agreement
17 and/or the request for attorneys' fees and costs and to participate at the final approval hearing, in
18 accordance with the instructions set forth in the Class Notice. Class Members will be instructed to
19 only contact the Settlement Administrator and Class Counsel and not the Court. Class Members
20 who do not opt out will automatically receive a settlement payment. The Class Members are highly
21 skilled and educated nurses who must speak and read in English fluently in order to perform their
22 job. Therefore, Spanish notice is not necessary and is not included. This notice program was
23 designed to meaningfully reach the Class Members and advises them of all pertinent information
24 concerning the Settlement. The mailing and distribution of the Class Notice satisfies the
25 requirements of due process, is the best notice practicable under the circumstances and constitutes
26 due and sufficient notice to all persons entitled thereto. The Class Notice provides information on
27 the terms and provisions of the Settlement; the benefits that the Settlement provides for Class
28 Members; the date, time and place of the final settlement approval hearing; and the procedure and

1 deadline for submitting comments, objections, and requests for exclusion. The Class Notice
2 complies with Rules of Court 3.766 and 3.769(f).

3 F. Additional Issues

4 32. **Average Class Member Payment** – Should the Court approve the above
5 distributions, the Net Settlement Amount is estimated to be \$581,666.66, which means that the
6 average payment to Participating Class Members is approximately \$1,840.71 to Class Members.

7 33. **National Change of Address** – The Settlement Administrator is required to perform
8 “a National Change of Address search on any Class Notice Packet returned by the U.S. Postal
9 Service as non-deliverable, and re-mail[] the Class Notice Packet to the Class Member’s new
10 address...” under paragraph C(13)(c) of the Class Action Settlement Agreement.

11 34. **Information Received** – In this case, Plaintiff received all of the information needed
12 to evaluate the claims being settled. The following is a summary of the relevant documents
13 received, reviewed and analyzed by Plaintiffs in order to evaluate the claims:

- 14 a. Significant sample data showing the employees, their employment dates, their
15 time sheets, hourly rates, and their wages.
- 16 b. Significant sample data concerning recorded meal periods.
- 17 c. Defendant’s Employee Handbook for the relevant time period, which outlined
18 the wage and hour policies of Defendant.
- 19 d. Employee file of Plaintiffs.
- 20 e. Samples of wage statements provided by Defendant to employees.
- 21 f. Significant sample of payroll data.
- 22 g. Significant sample of time records.
- 23 h. Hiring and termination forms used by Defendant for employees, including forms
24 used to authorize background checks.

25 35. **Valuation of Damages**– For the Class, Plaintiff estimates that Defendant was
26 subject to maximum liability for damages in the amount of \$5,189,022, consisting of \$3,175,559
27 for unpaid wages, \$174,175 for unreimbursed expenses, and \$1,839,288 for meal and rest break
28 periods. In addition, Plaintiff calculated that Defendant could be liable for \$295,250 for wage

1 statement penalties and 889,224 for waiting time penalties. Finally, Plaintiff calculated that
2 Defendant could be liable for PAGA penalties in an amount of \$4,678,750. Consequently, the
3 Settlement of approximately \$1,000,000.00 represents more than 19.3% of the value of the
4 maximum actual damages at issue. Furthermore, the Settlement represents almost 15.7% of the
5 maximum combination of damages and penalties to the Class, assuming all of these amounts could
6 be proved at trial. Given the amount of the Settlement as compared to the potential value of claims
7 in this case, the Settlement is fair and reasonable. Clearly, the goal of this litigation to provide
8 compensation to Class Members for unpaid time and for allegedly missed rest breaks has been met.

9 **a. Unpaid Wages** - The allegation of unpaid wages, including minimum and overtime
10 wages, in this case is based on a theory that Defendant paid the Class Members
11 piece-rate compensation for various specific work assignments, but did not pay
12 them any hourly wages for time they spent under Defendant's control not
13 specifically tied to those compensable assignments. According to the data received
14 and assumptions made based on conversations with the Plaintiff, the potential
15 damages were estimated to be \$3,175,599.

16 **a. Meal and Rest Period Damages** – Meal and rest break premiums were calculated
17 as 1 hour of wages for each violation. Plaintiff calculated the potential maximum
18 value of the meal and rest break damages to be \$1,839,288. The allegation of unpaid
19 meal break and rest break premiums in this case is based on a theory that Class
20 Members were never able to take compliant breaks, assuming a 100% violation rate.
21 Defendant presented significant defenses to this claim, as discussed in detail above.
22 Additionally, the allegation of rest break violations was also based on a theory that,
23 because Class Members received only piece-rate compensation, Defendant was
24 required to *separately* compensate them for their paid rest breaks, but failed to do
25 so.

26 **b. Waiting Time Penalties** - Waiting time penalties were calculated pursuant to
27 California Labor Code Section 203 for each employee with unpaid wages who was
28 terminated on or after April 6, 2017. The penalty was calculated as 30 days of wages

1 for each terminated employee. The result was an estimated maximum waiting time
2 penalty claim in the amount of \$889,224.

3 **c. Wage Statement Penalties** - Wage statement penalties were calculated pursuant to
4 California Labor Code Section 226(e) as \$50 per employee per pay period with a
5 violation, subject to a \$4,000 maximum penalty per employee. The result was an
6 estimated maximum wage statement penalty claim in the amount of \$295,250. It
7 is important to note that the California Court of Appeals in *Maldonado v. Epsilon*
8 *Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018), recently held that liability under
9 Section 226 cannot be derivative. In other words, the court held that Plaintiff cannot
10 recover penalties under Section 226 based on Plaintiff's allegations that the
11 Defendant violated other Labor Code sections that affected the accuracy of the wage
12 statements. Because Plaintiff's Section 226 claim here is partly based on
13 Defendant's meal break and rest break violations, and Defendant's failure to
14 include the meal and rest break premiums on the Class Members' wage statements,
15 Plaintiff's claim could be construed as derivative. It is possible that Plaintiff's claim
16 would be subject to the *Maldonado* decision, resulting in a significant reduction in
17 its value.

18 **d. PAGA Penalties** - PAGA penalty calculations are highly variable. Class Counsel
19 is unaware of any PAGA judgment in which substantial PAGA penalties were
20 awarded at the full statutory rate. Rather, PAGA judgments have typically
21 decreased the amount of the per violation penalty to a fraction of the statutory
22 amount. Without reducing or mitigating the PAGA penalties, Plaintiffs calculated
23 that the potential PAGA penalties at the maximum rate of \$5,269,250. These PAGA
24 penalty amounts were duplicative and were likely not awardable at the maximum
25 rate. In addition to the defenses presented by Defendant, as detailed above, there is
26 another basis for concluding that the Settlement is reasonable even with PAGA
27 penalties in this amount. Specifically, PAGA penalty claims are routinely settled
28 at a small fraction of the potential penalties. For example, Judge Nelson in *Price v.*

Uber Technologies, (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of PAGA. So, while PAGA penalty figures may be inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount of less than 1% of the PAGA liability.

e. On November 8, 2021 before this motion was submitted for filing, our office filed a copy of the fully executed settlement agreement with the LWDA through its online filing system, and received an email confirming the submission of the proposed settlement (See Exhibit 3).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of November 2021, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
2 **JCL LAW FIRM, APC**
3 3990 OLD TOWN AVENUE, SUITE C204
4 SAN DIEGO, CA 92110
5 TEL: 619-599-8292
6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**
8 SHANI O. ZAKAY (STATE BAR #277924)
9 3990 OLD TOWN AVENUE, SUITE C204
10 SAN DIEGO, CA 92110
11 TEL: (619) 255-9047
12 FAX: (858) 404-9203

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

LUIS DE JESUS; an individual, on behalf of
himself and on behalf of all persons similarly
situated,

PLAINTIFF,

vs.

GUARDIAN ANGLE HOME CARE, INC.,
a Michigan Corporation; and DOES 1
through 50, Inclusive;

DEFENDANTS.

Case No. 37-2020-00021049-CU-OE-CTL

[Action Filed 06/18/2020]

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

Judge: Honorable Ronald F. Frazier
Dept.: C-65

1 This Stipulation of Class and PAGA Action Settlement and Release of Claims is entered into
2 by and between Plaintiff LUIS DE JESUS (hereinafter “Plaintiff”), individually and on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant GUARDIAN ANGEL HOME CARE, INC., a Michigan
5 corporation (hereinafter “Defendant”).

6 **A. DEFINITIONS**

- 7 1. “Action” shall mean the putative class action lawsuit designated *De Jesus v. Guardian*
8 *Angel Home Care*, San Diego Superior Court, Case NO. 37-2020-00021049-CU-OE-
9 CTL.
- 10 2. “Aggrieved Employees” shall mean all non-exempt employees who are or previously
11 were employed by Defendant who earned piece-rate compensation in California
12 during the PAGA Period.
- 13 3. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
14 Class Action and Release of Claims.
- 15 4. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
16 Shani Zakay of Zakay Law Group, APLC.
- 17 5. “Class Counsel Award” means the award of fees and expenses that the Court
18 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
19 and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-
20 third of the Total Settlement Amount currently estimated to be \$333,333.00 out of
21 \$1,000,000 plus costs and expenses up to \$25,000.00] and supported by declaration
22 as to the reasonableness of attorney’s fees and costs. Class Counsel’s award for
23 attorneys’ fees will be allocated between Class Counsel as follows: Fifty percent
24 (50%) to the JCL Law Firm, APC; fifty percent (50%) to the Zakay Law Group,
25 APLC.
- 26 6. “Class Data” means information regarding Class Members that Defendant will in
27 good faith compile from its records and provide to the Settlement Administrator. It
28 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

Member's full name; last known address; social security number; start dates and end dates of employment or the number of wage statements each Class Member received during the Class Period and PAGA Period.

7. "Class Members" or the "Class" means all of employees who are or previously were employed by Defendant who earned piece-rate compensation in California during the Class Period.

8. "Class Period" means the period from April 6, 2016 to August 2, 2021.

9. "Class Representative Service Award" means the amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of Defendant and waiver of Civil Code 1542 from the named Plaintiff.

10. "Class Representative" or "Plaintiff" shall mean plaintiff LUIS DE JESUS.

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

12. "Defendant" shall mean GUARDIAN ANGEL HOME CARE, INC.,.

13. "Effective Date" means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, then the date of the Court's entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

- 1 14. “Funding Date” shall mean sixty-five (65) calendar days after the Effective Date and
2 is the date Defendant and/or the Released Parties transfer the Total Settlement
3 Amount into the QSF in accord with the terms of this Agreement.
- 4 15. “Individual Settlement Payment” means the amount payable from the Net Settlement
5 Amount to each Settlement Class Member and excludes any amounts distributed to
6 Aggrieved Employees pursuant to PAGA.
- 7 16. “Net Settlement Amount” or “NSA” means the Total Settlement Amount, less Class
8 Counsel Award, Class Representative Service Award, PAGA Settlement, and
9 Settlement Administration Costs.
- 10 17. “Notice Packet” means the Class Notice to be provided to the Class Members by the
11 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
12 than formatting changes to facilitate printing by the Settlement Administrator).
- 13 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
14 Labor Code § 2698 *et seq.*
- 15 19. “PAGA Payment Ratio” means the respective Workweeks during the PAGA Period
16 for each Aggrieved Employee divided by the sum total of the Workweeks for all
17 Aggrieved Employees during the PAGA Period.
- 18 20. “PAGA Period” means the period of April 6, 2019, through and until August 2, 2021.
- 19 21. “PAGA Settlement” shall mean Forty Thousand Dollars (\$40,000.00) to be allocated
20 from the Total Settlement Amount. The amount of the PAGA Settlement is subject to
21 Court approval pursuant to California Labor Code section 2699(l).
- 22 22. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
23 Plaintiff or Defendant, individually.
- 24 23. “Payment Ratio” means the respective Workweeks for each Class Member divided
25 by the total Workweeks for all Class Members.
- 26 “QSF” means the Qualified Settlement Fund established, designated and maintained
27 by the Settlement Administrator to fund the Total Settlement Amount.
- 28 24. “Released Class Claims” means any and all class claims contained in the operative

Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint during the Class Period.

25. “Released PAGA Claims” means any and all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period and expressly excluding all other claim that cannot be releases by operation of law, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period (the “PAGA Release”).

26. “Released Parties” shall mean Defendant, including its predecessors, if any, as well as each of its respective predecessors, successors, and all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, joint employers and their employees and representatives, insurers, and parents, and collectively, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers and trustees.

27. “Response Deadline” means the date ninety (90) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

28. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the Response Deadline.

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

30. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L,

1 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
2 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
3 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
4 of the Total Settlement Amount is deposited for the purpose of resolving the claims
5 of Settlement Class Members. The Settlement Administrator shall maintain the funds
6 until distribution in an account(s) segregated from the assets of Defendant and any
7 person related to Defendant. ***All accrued interest shall be paid and distributed to the***
8 ***Settlement Class Members as part of their respective Individual Settlement***
9 ***Payment.***

10 31. "Settlement Administration Costs" means the fees and expenses reasonably incurred
11 by the Settlement Administrator as a result of the procedures and processes expressly
12 required by this Agreement. Any portion of the Settlement Administration Costs not
13 used or approved by the Court shall be added to the Net Settlement Amount. However,
14 the Parties hereby acknowledge that the Settlement Administration Costs may
15 increase above the current estimate of Ten Thousand Dollars (\$10,000.00) and that
16 any such additional Settlement Administration Costs that are approved by counsel for
17 the Parties shall be taken out of the Total Settlement Amount. The Parties each
18 represent that they do not have any financial interest in the Settlement Administrator
19 or otherwise have a relationship with the Settlement Administrator that could create
20 a conflict of interest.

21 32. "Settlement Class Members" or "Settlement Class" means all Class Members who
22 have not submitted a timely and valid request for exclusion as provided in this
23 Agreement.

24 33. "Total Settlement Amount" means One Million Dollars (\$1,000,000.00) that
25 Defendant and/or the Released Parties must pay into the QSF in connection with this
26 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
27 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
28

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

34. "Workweek", for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks where a Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant. For purpose of determining the Individual Settlement Payments and the Settlement Allocation, each Class Member who is a former employee no longer working for Defendant will be assigned two (2) additional Workweeks.

35. "PAGA Workweeks", for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of weeks of employment during the PAGA Period that each Aggrieved Employee worked in California.

B. RECITALS

1. On June 19, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.
2. On August 27, 2020, Plaintiff filed an Amended Notice of Violations with the LWDA and served the same on Defendant.
3. On February 8, 2021, Plaintiff filed a Second Amended Notice of Violations with the LWDA and served the same on Defendant.
4. On March 24, 2021, Plaintiff filed the Lawsuit for:
 - a. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
 - b. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
 - c. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
 - d. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;

- e. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
 - f. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
 - g. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and
 - h. Failure to reimburse Plaintiff for required expenses in violation of California Labor Code section 2802.
5. On June 18, 2020, Plaintiff filed the First Amended Complaint (“FAC”) against Defendant adding a ninth cause of action for Violations of the Private Attorney General Act at Labor Code §§ 2698, *et seq.*, and a tenth cause of action for unpaid sick pay and failure to provide paid sick leave balance in violation of Cal. Lab. Code §§246, *et seq.*
 6. The Class Representative believes he have meritorious claims based on alleged violations of the California Labor Code, and the Industrial Wage Commission Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.
 7. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Wage Commission Orders.
 8. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through formal and informal discovery, and reviewing documents and information provided by

1 Defendant pursuant to informal requests for information to prepare for mediation.
2 Defendant produced for the purpose of settlement negotiations certain employment
3 data concerning the Settlement Class, which Class Counsel reviewed and analyzed.
4 Based on their own independent investigation and evaluation, Class Counsel are of
5 the opinion that the Settlement with Defendant is fair, reasonable and adequate, and
6 is in the best interest of the Settlement Class in light of all known facts and
7 circumstances, including the risks of significant delay, defenses asserted by
8 Defendant, uncertainties regarding class certification, and numerous potential
9 appellate issues. Although it denies any liability, Defendant is agreeing to this
10 Settlement solely to avoid the inconveniences and cost of further litigation. The
11 Parties and their counsel have agreed to settle the claims on the terms set forth in this
12 Agreement.

13 9. On August 2, 2021, the Parties participated in mediation presided over by Steve
14 Rottman, Esq., an experienced mediator of wage and hour class actions. The
15 mediation concluded without a settlement. However, following the mediation, each
16 side, represented by its respective counsel, were able to reach an agreement to settle
17 this Action for the Total Settlement Amount of \$1,000,000. The parties subsequently
18 executed a binding and enforceable Memorandum of Understanding (“MOU”), and
19 agreed that a detailed, long-form Joint Stipulation of Settlement of Class and PAGA
20 Action and Release of Claims would be completed shortly thereafter.

21 10. This Agreement replaces and supersedes the MOU and any other agreements,
22 understandings, or representations between the Parties. This Agreement represents a
23 compromise and settlement of highly disputed claims. Nothing in this Agreement is
24 intended or will be construed as an admission by Defendant that the claims in the
25 Action of Plaintiff or the Class Members have merit or that Defendant bears any
26 liability to Plaintiff or the Class Members on those claims or any other claims, or as
27 an admission by Plaintiff that Defendant’s defenses in the Action have merit.
28

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

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

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

C. TERMS OF AGREEMENT

1. Settlement Consideration and Settlement Payments by Defendants.

a. Settlement Consideration. In full and complete settlement of the Actions, and in exchange for the releases set forth below, Defendant and the Released Parties will pay the sum of the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement, and the Settlement Administration Costs, as specified in this Agreement, equal to the Total Settlement Amount of One Million Dollars (\$1,000,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Total Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes, or as otherwise specified in the Agreement, Defendant shall not be required to pay more than the Total Settlement Amount, except as provided for hereinbelow.

b. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 316 individuals who collectively worked approximately 14,000 Workweeks ("Projected Workweeks") during the Class Period. In regard hereto, Defendant will provide a declaration under penalty

1 of perjury confirming the number of applicable Class Members and
2 Workweeks they worked during the applicable Class Period. If the number of
3 Class Members and/or the number of workweeks is greater than 110% of the
4 estimate provided for herein, the end date of the Release Period and Class
5 Period will be adjusted so that the number of workweeks in the Releases
6 Period and Class Period does not exceed 110% of the estimate.

7 c. Settlement Payment. Defendant and the Released Parties, and each of them,
8 are jointly and severally liable for payment of the Total Settlement Amount.
9 Defendant shall pay, via wire transfer, the Total Settlement Amount to the
10 Settlement Administrator on the Funding Date.

11 d. Defendant's Share of Payroll Taxes. Defendant's share of employer side
12 payroll taxes is in addition to the Total Settlement Amount and shall be paid
13 together with the Total Settlement Amount.

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

17 3. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
18 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
19 California release the Released Parties from the PAGA Released Claims for the PAGA
20 Period.

21 4. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
22 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
23 Released Parties from any and all claims, whether known or unknown, which exist or
24 may exist on her behalf as of the date of this Agreement, including but not limited to
25 any and all tort claims, contract claims, wage claims, wrongful termination claims,
26 disability claims, benefit claims, public policy claims, retaliation claims, statutory
27 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
28 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising

1 under any federal, state or other governmental statute, law, regulation or ordinance,
2 including, but not limited to claims for violation of the Fair Labor Standards Act, the
3 California Labor Code, the Wage Orders of California's Industrial Welfare
4 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
5 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
6 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
7 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
8 California's Whistleblower Protection Act, California Business & Professions Code
9 Section 17200 et seq., and any and all claims arising under any federal, state or other
10 governmental statute, law, regulation or ordinance. Plaintiff also waives and
11 relinquishes any and all claims, rights or benefits that he may have under California
12 Civil Code § 1542, which provides as follows:

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

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

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

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

- 13 a. The Court enters an order granting preliminary approval of the Settlement;
- 14 b. The Court enters an order granting final approval of the Settlement and a Final
15 Judgment;
- 16 c. If an objector appears at the final approval hearing, the time for appeal of the
17 Final Judgment and Order Granting Final Approval of Class Action
18 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
19 any appeal from the Judgment and Order Granting Final Approval of Class
20 Action Settlement; and
- 21 d. Defendant fully funds the Total Settlement Amount.

22 6. Defendant's Right To Rescind. If more than twelve percent (12%) of the Class
23 Members opt out of the settlement by submitting valid and timely Requests for
24 Exclusion, Defendant has the unilateral right in its sole discretion to rescind the
25 Parties' Settlement. The Parties agree that they will not encourage any Class Member
26 to object to the Settlement or to opt out. If Defendant exercises its option to rescind,
27 Defendant shall: (a) provide written notice to Class Counsel at least ten (10) business
28 days prior to the final approval hearing, provided Defendant has been provided notice

1 of all such opt outs, (b) pay all Settlement Administration Costs incurred by the
2 Settlement Administrator up to the date of Defendant's notice to rescind and (c) pay
3 for the cost of any curative notice sent to the Class Members. In the event the
4 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement
5 had not been executed.

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

11 a. This Settlement Agreement shall be void *ab initio* and of no force or effect,
12 and shall not be admissible in any judicial, administrative or arbitral
13 proceeding for any purpose or with respect to any issue, substantive or
14 procedural;

15 b. The conditional class certification (obtained for any purpose) shall be void *ab*
16 *initio* and of no force or effect, and shall not be admissible in any judicial,
17 administrative or arbitral proceeding for any purpose or with respect to any
18 issue, substantive or procedural; and

19 c. None of the Parties to this Settlement will be deemed to have waived any
20 claims, objections, defenses or arguments in the Action, including with respect
21 to the issue of class certification.

22 d. Defendant shall bear the sole responsibility for any cost to issue or reissue any
23 curative notice to the Settlement Class Members and all Settlement
24 Administration Costs incurred to the date of nullification.

25 8. Certification of the Settlement Class. The Parties stipulate to conditional class
26 certification of the Class for the Class Period for purposes of settlement only. In the
27 event that this Settlement is not approved by the Court, fails to become effective, or is
28 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits

1 Defendant from obtaining a complete resolution of the Released Claims, the
2 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
3 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
4 proceeding for any purpose or with respect to any issue, substantive or procedural.

5 9. Tax Liability. The Parties make no representations as to the tax treatment or legal
6 effect of the payments called for, and Class Members and/or Aggrieved Employees are
7 not relying on any statement or representation by the Parties in this regard. Class
8 Members and/or Aggrieved Employees understand and agree that they will be
9 responsible for the payment of any taxes and penalties assessed on the Individual
10 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
11 Settlement described and will be solely responsible for any penalties or other
12 obligations resulting from their personal tax reporting of Individual Settlement
13 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

14 10. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
15 the "acknowledging party" and each Party to this Agreement other than the
16 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
17 of this Agreement, and no written communication or disclosure between or among the
18 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
19 such communication or disclosure constitute or be construed or be relied upon as, tax
20 advice within the meaning of United States Treasury Department circular 230 (31 CFR
21 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
22 her or its own, independent legal and tax counsel for advice (including tax advice) in
23 connection with this Agreement, (b) has not entered into this Agreement based upon
24 the recommendation of any other Party or any attorney or advisor to any other Party,
25 and (c) is not entitled to rely upon any communication or disclosure by any attorney
26 or adviser to any other party to avoid any tax penalty that may be imposed on the
27 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
28 any limitation that protects the confidentiality of any such attorney's or adviser's tax

1 strategies (regardless of whether such limitation is legally binding) upon disclosure by
2 the acknowledging party of the tax treatment or tax structure of any transaction,
3 including any transaction contemplated by this Agreement.

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

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

13. Notice Procedure.

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

b. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as Exhibit A. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees' in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement, the number of Work Shifts worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employee's share of the PAGA Settlement, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Work Shifts and PAGA Workweeks. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will

1 receive their share of the PAGA Settlement regardless of whether they
2 request to be excluded from the Settlement.

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

9 c. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
10 the Settlement Administrator will perform a search based on the National
11 Change of Address Database to update and correct any known or identifiable
12 address changes. No later than fourteen (14) calendar days after receiving the
13 Class Data from Defendant, the Settlement Administrator shall mail and email
14 copies of the Notice Packet to all Class Members via regular First-Class U.S.
15 Mail and electronic mail. The Settlement Administrator shall exercise its best
16 judgment to determine the current mailing address for each Class Member.
17 The address identified by the Settlement Administrator as the current mailing
18 address shall be presumed to be the best mailing address for each Class
19 Member.

20 d. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as non-delivered on or before the Response Deadline shall be
22 re-mailed to any forwarding address provided. If no forwarding address is
23 provided, the Settlement Administrator shall promptly attempt to determine a
24 correct address by lawful use of skip-tracing, or other search using the name,
25 address and/or Social Security number of the Class Member involved, and
26 shall then perform a re-mailing, if another mailing address is identified by the
27 Settlement Administrator. In addition, if any Notice Packets, which are
28 addressed to Class Members who are currently employed by Defendant, are

1 returned to the Settlement Administrator as non-delivered and no forwarding
2 address is provided, the Settlement Administrator shall notify Defendants.
3 Defendant will request that the currently employed Class Member provide a
4 corrected address and transmit to the Administrator any corrected address
5 provided by the Class Member. Class Members who received a re-mailed
6 Notice Packet shall have their Response Deadline extended fifteen (15) days
7 from the original Response Deadline.

8 e. Disputes Regarding Individual Settlement Payments. Class Members will
9 have the opportunity, should they disagree with Defendants' records regarding
10 the start and end dates of employment to provide documentation and/or an
11 explanation to show contrary dates. If there is a dispute, the Settlement
12 Administrator will consult with the Parties to determine whether an
13 adjustment is warranted. The Settlement Administrator shall determine the
14 eligibility for, and the amounts of, any Individual Settlement Payments under
15 the terms of this Agreement. The Settlement Administrator's determination of
16 the eligibility for and amount of any Individual Settlement Payment shall be
17 binding upon the Class Member and the Parties.

18 f. Disputes Regarding Administration of Settlement. Any disputes not resolved
19 by the Settlement Administrator concerning the administration of the
20 Settlement will be resolved by the Court under the laws of the State of
21 California. Before any such involvement of the Court, counsel for the Parties
22 will confer in good faith to resolve the disputes without the necessity of
23 involving the Court.

24 g. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a written request for exclusion by the Response
27 Deadline. The written request for exclusion must state that the Class Member
28 wishes to exclude himself or herself from the Settlement and (1) must contain

1 the name, address, and the last four digits of the Social Security number of the
2 person requesting exclusion; (2) must be signed by the Class Member; (3)
3 must be postmarked or fax stamped by the Response Deadline and returned to
4 the Settlement Administrator at the specified address or fax telephone number;
5 and (4) contain a typewritten or handwritten notice stating in substance: "I
6 wish to opt out of the settlement of the class action lawsuit entitled *De Jesus*
7 *v. Guardian Angel Home Care*, currently pending in the San Diego Superior
8 Court, Case No. 37-2020-002149-CU-OE-CTL. I understand that by
9 requesting to be excluded from the settlement, I will receive no money from
10 the Settlement described in this Notice." The request for exclusion will not
11 be valid if it is not timely submitted, if it is not signed by the Class Member,
12 or if it does not contain the name and address and last four digits of the Social
13 Security number of the Class Member. The date of the postmark on the
14 mailing envelope or fax stamp on the request for exclusion shall be the
15 exclusive means used to determine whether the request for exclusion was
16 timely submitted. Any Class Member who requests to be excluded from the
17 Settlement Class will not be entitled to an Individual Settlement Payment and
18 will not be otherwise bound by the terms of the Settlement or have any right
19 to object, appeal or comment thereon. However, any Class Member that
20 submits a timely request for exclusion that is also a member of the Aggrieved
21 Employees will still receive his/her pro rata share of the PAGA Settlement, as
22 specified below, and in consideration, will be bound by the Release by the
23 Aggrieved Employees as set forth herein. Settlement Class Members who fail
24 to submit a valid and timely written request for exclusion on or before the
25 Response Deadline shall be bound by all terms of the Settlement and any final
26 judgment entered in this Action if the Settlement is approved by the Court.
27 No later than fourteen (14) calendar days after the Response Deadline, the
28 Settlement Administrator shall provide counsel for the Parties with a final list

1 of the Class Members who have timely submitted written requests for
2 exclusion. At no time shall any of the Parties or their counsel seek to solicit
3 or otherwise encourage members of the Class to submit requests for exclusion
4 from the Settlement.

5 h. Objections. The Notice of Class Action Settlement contained in the Notice
6 Packet shall state that Class Members who wish to object to the Settlement
7 may submit to the Settlement Administrator a written statement of objection
8 (“Notice of Objection”) shall have ninety (90) days from the date the notice is
9 first mailed in which to object to the terms of the settlement. The postmark
10 date of mailing shall be deemed the exclusive means for determining that a
11 Notice of Objection was served timely. The Notice of Objection must be
12 signed by the Settlement Class Member and state: (1) the case name and
13 number; (2) the name of the Settlement Class Member; (3) the address of the
14 Settlement Class Member; (4) the last four digits of the Settlement Class
15 Member’s Social Security number; (4) the basis for the objection; and (5) if
16 the Settlement Class Member intends to appear at the Final
17 Approval/Settlement Fairness Hearing. Class Members who fail to make
18 objections in writing in the manner specified above may still make their
19 objections orally at the Final Approval/Settlement Fairness Hearing with the
20 Court’s permission. Settlement Class Members will have a right to appear at
21 the Final Approval/Settlement Fairness Hearing to have their objections heard
22 by the Court. At no time shall any of the Parties or their counsel seek to solicit
23 or otherwise encourage Class Members to file or serve written objections to
24 the Settlement or appeal from the Order and Final Judgment. Class Members
25 who submit a written request for exclusion may not object to the Settlement.
26 Class Members may not object to the PAGA Settlement.

27 14. Funding and Allocation of the Total Settlement Amount. Defendant is required to
28 pay the Total Settlement Amount on or before the Funding Date, plus any employer’s

1 share of payroll taxes as mandated by law within the time specified herein. The QSF
2 shall be an interest-bearing account at a federally-insured bank that is mutually
3 acceptable to the Parties and the Settlement Administrator. The funds in the QSF shall
4 be invested either in short-term U.S. Treasury securities with maturity dates of less
5 than 90 days at the time of deposit, or in an SEC-registered money market fund
6 investing exclusively in U.S. Treasury securities with average maturities of less than
7 90 days and rated AAA by Standard & Poor's. The Parties agree that the QSF is
8 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal
9 Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be
10 administered by the Settlement Administrator as such. With respect to the QSF, the
11 Settlement Administrator shall: (1) open and administer the Total Settlement Account
12 in such a manner as to qualify and maintain the qualification of the QSF as a
13 "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and
14 Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local and income and other
15 tax reporting, return, and filing requirements with respect to the QSF and any interest
16 or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes
17 (including any estimated taxes, interest, or penalties) with respect to the interest or
18 other interest earned by the QSF, and (ii) fees, expenses and costs incurred in
19 connection with the opening and administration of the QSF and the performance of
20 its duties and functions as described in this Agreement. The aforementioned taxes,
21 fees, costs and expenses shall be treated as and included in the costs of administering
22 the QSF and as Settlement Administration Costs. The Parties and the Settlement
23 Administrator shall treat the QSF as coming into existence as a QSF on the earliest
24 date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election
25 statement shall be attached to the appropriate returns as required by 26 C.F.R. §
26 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator
27 and one another to the extent reasonably necessary to carry out the provisions of this
28 Section.

- 1 a. Individual Settlement Payments. Individual Settlement Payments shall be paid
2 from the Net Settlement Amount and shall be paid pursuant to the formula set
3 forth herein. Using the Class Data, the Settlement Administrator shall add up
4 the total number of Work Shifts for all Class Members. The respective Work
5 Shifts for each Class Member will be divided by the total Work Shifts for all
6 Class Members, resulting in the Payment Ratio for each Class Member. Each
7 Class Member's Payment Ratio will then be multiplied by the Net Settlement
8 Amount to calculate each Class Member's estimated Individual Settlement
9 Payments. Each Individual Settlement Payment will be reduced by any legally
10 mandated employee tax withholdings (e.g., employee payroll taxes, etc.).
11 Individual Settlement Payments for Class Members who submit valid and
12 timely requests for exclusion will be redistributed to Settlement Class
13 Members who do not submit valid and timely requests for exclusion on a pro
14 rata basis based on their respective Payment Ratios.
- 15 b. Calculation of Individual Payments to the Aggrieved Employees. Using the
16 Class Data, the Settlement Administrator shall add up the total number of
17 PAGA Workweeks for all Aggrieved Employees during the PAGA Period.
18 The respective PAGA Workweeks for each Aggrieved Employee will be
19 divided by the total PAGA Workweeks for all Aggrieved Employees,
20 resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
21 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
22 Aggrieved Employee Payment to calculate each Aggrieved Employee's
23 estimated share of the PAGA Settlement.
- 24 c. Allocation of Individual Settlement Payments. For tax purposes, Individual
25 Settlement Payments shall be allocated and treated as follows: 1/3 as wages
26 ("Wage Portion"); 2/3 as penalties and interest ("Non-Wage Portion"). The
27 Wage Portion is subject to wage withholdings and shall be reported on IRS
28

Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

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

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

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

- 1 g. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
2 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
3 and/or Aggrieved Employees last known mailing address no later than fifteen
4 (15) calendar days after the Funding Date.
- 5 h. Expiration. Any checks issued to Settlement Class Members and Aggrieved
6 Employees shall remain valid and negotiable for one hundred and eighty (180)
7 days from the date of their issuance. If a Settlement Class Member and/or
8 Aggrieved Employee does not cash his or her settlement check within 90 days,
9 the Settlement Administrator will send a letter to such persons, advising that
10 the check will expire after the 180th day, and invite that Settlement Class
11 Member and/or Aggrieved Employee to request reissuance in the event the
12 check was destroyed, lost or misplaced. In the event an Individual Settlement
13 Payment and/or Aggrieved Employee's individual share of the PAGA
14 Settlement check has not been cashed within one hundred and eighty (180)
15 days, all funds represented by such uncashed checks, plus any interest accrued
16 thereon, shall be distributed consistent with California Code of Civil
17 Procedure Section 384 as follows: to The Children's Advocacy Institute
18 (CAI), founded at the nonprofit University of San Diego School of Law in
19 1989. Class Counsel, Defendants' counsel, Plaintiff and Defendant do not
20 have any interest, pecuniary or otherwise, in CAI.
- 21 i. Class Representative Service Award. In addition to the Individual Settlement
22 Payment and their individual share of the PAGA Settlement to be paid to
23 Plaintiff, Plaintiff will apply to the Court for an award of not more than
24 \$10,000, as the Class Representative Service Award. Defendant does not
25 presently intend to oppose a Class Representative Service Award of not more
26 than \$10,000 for Plaintiff. In the event the Court reduces or does not approve
27 of the requested Service Award payments, Plaintiff shall not have the right to
28 revoke the settlement and it will remain binding. Plaintiff retains the right to

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

21 j. Class Counsel Award. Defendant understands a motion by Class Counsel for
22 attorneys' fees not to exceed one-third of the Total Settlement Amount
23 currently estimated to be \$333,333.00 plus costs and expenses supported by
24 declaration not to exceed Twenty-Thousand Dollars (\$20,000), from the Total
25 Settlement Amount will be filed. Any portion of the requested Class Counsel
26 Award that is not awarded to Class Counsel shall be part of the Net Settlement
27 Amount and shall be distributed to Settlement Class Members as provided in
28 this Agreement. The Settlement Administrator shall allocate and pay the Class

Counsel Award to Class Counsel from the Total Settlement Amount no later than five (5) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

k. PAGA Settlement. Forty Thousand Dollars (\$40,000) shall be allocated from the Total Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$30,000) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement (\$10,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above. Any reallocation of settlement proceeds to increase the PAGA Settlement will not constitute grounds by either party to void this Agreement, so long as the Total Settlement Amount does not increase.

l. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement and to perform all the duties of the Settlement Administrator as specified in section C(12) of this Agreement, from the Total Settlement Amount. The estimate of the Settlement

Administration Costs is \$10,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than twenty-five (25) calendar days after the Funding Date. Any reduction in the Settlement Administration Costs shall be added to the Net Settlement Amount and shall be distributed to the Class Members as provided in this Agreement.

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

a. Declaration by Settlement Administrator. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

- 1 15. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 16. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts to implement the Settlement.
- 10 17. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 18. Amendment or Modification. This Agreement may be amended or modified only by a
14 written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 19. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.
- 20 20. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing this
25 Agreement on behalf of Defendant represent and warrant that they are authorized to
26 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that he
27 is authorized to sign this Agreement and that he has not assigned any claim, or part of
28 a claim, covered by this Settlement to a third-party.

- 1 21. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 22. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 23. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 24. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 25. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive arms-length negotiations, taking into account all relevant
22 factors, present and potential.
- 23 26. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
24 respect to the interpretation, implementation and enforcement of the terms of this
25 Agreement and all orders and judgments entered in connection therewith, and the
26 Parties and their counsel submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing and enforcing the settlement and all orders and judgments
28 entered in connection with this Agreement.

- 1 27. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.
- 5 28. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
6 intend to pursue any claims against the Released Parties, including, but not limited to,
7 any and all claims relating to or arising from Plaintiff's employment with Defendant,
8 regardless of whether Class Counsel is currently aware of any facts or legal theories
9 upon which any claims or causes of action could be brought against Released Parties,
10 including those facts or legal theories alleged in the operative complaint in this Action.
11 The Parties further acknowledge, understand and agree that this representation is
12 essential to the Agreement and that this Agreement would not have been entered into
13 were it not for this representation.
- 14 29. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
15 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award
16 below the amount Class Counsel requests, and either Party may appeal any order that
17 materially alters the Agreement's terms.
- 18 30. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendants.
20 Defendant claims that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement and no documents referred to and no action taken to carry out this
23 Agreement may be construed or used as an admission by or against the Defendant or
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
25 than as may be specifically set forth herein, each Party shall be responsible for and
26 shall bear its/his own attorney's fees and costs.

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

DATED: _____
LUIS DE JESUS

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

DATED: 10/26/2021 
GUARDIAN ANGEL HOME CARE, INC., a
Michigan Corporation,
By: Sam Kassab
Its: President

IT IS SO AGREED AS TO FORM ONLY BY COUNSEL:

DATED: _____ JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____ ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: October 26, 2021 FREEMAN MATHIS & GARY, LLP

By: 
MANDY D. HEXOM
Attorneys for Defendant
GUARDIAN ANGEL HOME CARE, INC.

EXHIBIT A

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

*(De Jesus, et al. ,v. Guardian Angel Home Care, Inc.
County of San Diego Superior Court Case No. 37-2020-00021049)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Luis De Jesus (“Plaintiff”) and Defendants Guardian Angel Home Care, Inc., (hereinafter “Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All of the employees who are or previously were employed by Defendant who earned piece-rate compensation in California during the Class Period.

The “Class Period” is the period of time running from April 6, 2016 to August 2, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 24, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Failed to reimburse Plaintiff for required expenses in violation of California Labor Code section 2802. On June 18, 2020, Plaintiff filed the First Amended Complaint adding a ninth cause of action for Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*, and a tenth cause of action for unpaid sick pay and failure to provide paid sick leave balance in violation of Cal. Lab. Code §§246, *et seq.*

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

On August 2, 2021, the Parties participated in an all-day mediation with Steve Rottman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded without settlement. However, following the mediation, each side, represented by its respective counsel, reached an agreement to settle the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Dollars (1,000,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

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

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

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

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$333,333.00) and a Class Counsel Litigation Expenses Payment of not more than \$XXX for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand and Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$40,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of work shift worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of work shifts worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all of the current and former non-exempt employees employed by Defendant who earned piece-rate compensation in California during the PAGA Period. The PAGA Period means the period of April 6, 2019 through and including August 2, 2021.

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

Tax Matters. Twenty percent 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to

constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims contained in the operative Complaint, and an additional wage and hour claims that could have been brought based on the facts alleged in the Complaint and PAGA Notice during the Class Period, and expressly excluding all other claims, including claims for vested, benefits, wrongful termination, unemployment, insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Class members will release all claims contained in the Complaint and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint through the Class Period End Date. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any and all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period and expressly excluding all other claim that cannot be releases by operation of law, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Work Shifts worked during the Class Period (April 6, 2016 to August 2, 2021).

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

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: “I have read the Class Notice and I wish to opt out and be excluded from the class action and settlement of the case ***De Jesus v. Guardian Angel Home Care, Inc., Case No. 37-2020-00021049-CU-OE-CTL***. I understand that by requesting to be excluded, I will receive no money from the Settlement described in this Notice.” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***De Jesus v. Guardian Angel Home Care, Inc., Case No. 37-2020-00021049-CU-OE-CTL***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
3990 Old Town Ave., Suite
C204
San Diego, CA 92110
Tel.: (619) 826-6975
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group,
APLC
3990 Old Town Ave.,
Suite C204
San Diego, CA 92110
Tel: (619) 599-8282
Fax: (619) 599-8291
Email:
shani@zakaylaw.com

Counsel for Defendant

Mandy D. Hexom
Freeman Mathis & Gary
LLP
225 Broadway, Suite 1460
San Diego, CA 92101
Tel: (619) 687-3000
mhexom@fmglaw.com

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department C-65 before Judge Ronald F. Frazier. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to *De Jesus v. Guardian Angel Home Care, Inc., Case No. 37-2020-00021049-CU-OE-CTL*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same work shift formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Iyon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 3