

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CECILLE SARMIENTO, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CADUCEUS HEALTHCARE INC., a
Corporation; and DOES 1 through 50,
Inclusive;

Defendants.

Case No. 37-2021-00002597-CU-OE-CTL

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

Date: March 10, 2023
Time: 10:30 AM

Judge: Richard S. Whitney
Dept.: C-68

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff CECILLE SARMIENTO, (hereafter "Plaintiff") in this wage and hour class action filed against
6 CADUCEUS HEALTHCARE INC. (hereinafter "Defendant").

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

10 3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed
11 Stipulation of Class and PAGA Action Settlement and Release of claims (hereinafter "Agreement").
12 Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the Class Notice.

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed September
14 13, 2022, Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the May 20, 2022, proof of
16 filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "4"** is true and correct copy of the February 15, 2023, proof
18 of filing this motion seeking final approval of this Settlement.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
20 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
21 this matter as of February 15, 2023. As shown in detail in the attached transaction summary, the JCL
22 Law Firm, APC, incurred a total of \$6,816.50 in litigation costs prosecuting this action. These costs
23 are exclusive of the costs incurred by co-counsel Blumenthal Nordrehaug Bhowmik De Blouw LLP.

24 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC's
25 "Time and Billing Journal" detailing the JCL Law Firm APC's total hours and fees for this matter as of
26 February 15, 2023. Each entry was made contemporaneously and in the ordinary course of the JCL
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1 Law Firm, APC's usual course of business. The attached Time and Billing Journal shows that the JCL
2 Law Firm, APC billed a total of 139.2 hours for a total of \$70,217.50 successfully litigating this action.

3 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC's
4 "Firm Resume" detailing the credentials of Class Counsel and a summary of cases on which counsel
5 has acted as class and representative action counsel.

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

8 **A. INTRODUCTION**

9 10. An objective evaluation of the proposed settlement of \$315,000.00 ("Gross Settlement
10 Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
11 The Settlement is a product of informed, adversarial, and non-collusive negotiations, between
12 experienced counsel, guided by the wisdom and experience of Hon. Steven Denton (Ret.), a respected
13 jurist and mediator. After deducting any Court-approved attorneys' fees and costs, class representative
14 incentive payments, administration costs, and payments to the Labor & Workforce Development
15 Agency ("LWDA"), the Net Settlement Amount shall be distributed to the Settlement Class Members
16 based on the number of Workweeks they worked while employed by Defendant during the Class Period.
17 *The Settlement Class greeted news of the Settlement with overwhelming approval as 100% of the*
18 *Settlement Class chose to participate in the Settlement.* There are zero opt-outs and zero objections to
19 the Settlement. The unanimous approval by the Settlement Class evidences the clear fairness and
20 reasonableness of the Settlement.

21 11. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement
22 Amount of approximately \$165,000.00, an average Individual Settlement Payment of **\$1,375.00**, high
23 payment of **\$3,495.87**, and a low payment of **\$132.23**. Aggrieved Employees will receive an estimated
24 average gross payment of **\$31.25**, a high payment of **\$85.65**, and a low payment of **\$0.42**.

25 12. The relief offered by the Settlement is immediate and is particularly impressive when
26 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
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1 *infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval
2 under California law and falls well within the range of reasonableness.

3 13. Accordingly, Class Representative and Class Counsel respectfully request this Court
4 grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

5 **B. OVERVIEW OF THE LITIGATION**

6 14. Defendant provides a wide range of staffing and recruiting firm that provide Medical
7 (Physicians, Nurses, Ancillary), IT, Scientific, and Administrative Services. Defendant operates 6
8 locations in California. This action asserts claims on behalf of Defendant's non-exempt employees
9 working at those California locations. Plaintiff worked for Defendant as a non-exempt employee in
10 California between February 3, 2020, to April 3, 2020. At all times during her employment, Plaintiff
11 earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum,
12 regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject
13 to Defendant's written policies and procedures contained in, among other documents, the "Human
14 Resources Manual."

15 15. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
16 provide compliant meal and rest periods, failed to pay overtime at the correct regular rate of pay, failed
17 to furnish accurate itemized wage statements, and failed to pay all wages upon separation failure.
18 Defendant forcefully denies liability for each of Plaintiff's claims and asserts that it fully complied with
19 all applicable employment laws.

20 16. On June 18, 2020, Plaintiff served Defendant and the Labor and Workforce Development
21 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). On January 20, 2021, Plaintiff filed
22 this class and representative action complaint ("Class Action") alleging eleven causes of action for
23 various violations of the labor code.

24 17. After Plaintiff propounded written discovery, the Parties agreed to mediate the action. In
25 anticipation of mediation, the Parties agreed to stay further formal discovery and continue deadlines for
26 class certification.

18. On September 8, 2021, the Parties participated in a full day mediation presided over by Hon. Steven Denton (Ret.), a highly regarded San Diego jurist and mediator. After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

19. The Court preliminarily approved a Gross Settlement Amount of \$315,000.00. The Gross Settlement Amount is all-in with no reversion to Defendant. Agreement, ¶ C(1)(a). The Net Settlement Amount shall be used for the payment of all Individual Settlement Payments to satisfy all Released Class Claims. The Settlement Administrator will calculate Individual Settlement Payments by adding up the total number of Workweeks for all Class Members. The respective Workweek for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Agreement, ¶ C(14)(a). The Settlement Administrator estimates the average Individual Settlement Payment is **\$1,375.00**, the highest Individual Settlement Payment is **\$3,495.87**, and the lowest Individual Settlement Payment is **\$132.23**.

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

21. Further supporting final approval, the average Individual Settlement Payment of **\$1,375.00** is comparable to settlement payments in similar wage and hour class actions. This result is particularly favorable considering that liability and certification were far from certain. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

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1 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
2 differently, the BCG is uniquely qualified to analyze Defendant's time and payroll data.

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

9 27. In advance of mediation, Class Counsel created several damage models predicated on the
10 BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while
11 accounting for the uncertainties of continued litigation. These damage models informed and guided
12 Class Counsel during the mediated settlement discussions.

13 28. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
14 determining Plaintiff's suitability as a putative class representative through interviews, background
15 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
16 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
17 and the type of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing
18 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
19 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
20 estimating Defendant's liability for purposes of settlement; (8) holding multiple phone interviews with
21 Plaintiff; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation
22 allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as
23 the impediments to recovery, such as to make an independent assessment of the reasonableness of the
24 terms to which the Parties have agreed.

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1 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
2 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
3 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
4 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
5 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
6 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
7 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
8 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
9 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
10 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
11 certification of driver meal and rest period claims based on the predominance of individual issues).
12 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
13 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
14 settlement.

15 41. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless
16 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
17 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
18 drastically affect the value of Plaintiff’s claims and, in fact, already has.

19 42. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668 and *O’Conner v. Uber*
20 *Technologies*, 82 F. Supp. 3d 1133 (N.D. Cal. 2018) and *Duran v. U.S. Bank National Assn.*, 59 Cal.4th
21 1 (2014), the complexities and duration of further litigation cannot be overstated. There is little doubt
22 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
23 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
24 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
25 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
26 an uncertain result three or more years in the future.

43. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

(3) The Gross Settlement Amount is Fair and Reasonable

44. The Gross Settlement Amount of \$315,000.00 in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents between approximately 11.7% and 16.7% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

45. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval.

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46. Here, Plaintiff and Defendant negotiated a good faith PAGA Settlement in the amount of \$15,000 which is 4.76% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Settlements. Seventy-Five percent (75%) of the PAGA Settlement (\$11,250) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be approved.

47. Further, on May 20, 2022, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On February 15, 2023, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement.

12 **II. CLASS COUNSEL’S DECLARATION IN SUPPORT OF PLAINTIFF’S REQUEST**
13 **FOR AWARD OF ATTORNEYS’ FEES, COSTS AND SERVICE AWARDS**

14 || **A. LODESTAR**

15 48. As of February 15, 2023, the JCL Law Firm, APC incurred a total lodestar of \$70,217.50
16 for 139.2 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
17 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
18 the conduct of the case. Detailed time and billing journals for the JCL Law Firm are attached hereto as
19 Exhibit 6.

49. Additionally, the attorneys and staff at co-counsel the Blumenthal Nordrehaug Bhowmik De Blouw LLP, worked a total of 82.1 hours successfully prosecuting this action for a lodestar of \$50,052.00. A true and accurate copy of the Blumenthal Nordrehaug Bhowmik De Blouw LLP time and billing entries is attached to the Declaration of Nicholas De Blouw, Esq. filed concurrently herewith.

25 50. Collectively, Class Counsel spent a total of 221.3 hours successfully litigating this matter
26 for a total combined lodestar of \$120,269.50 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	139.2	\$70,217.50
Blumenthal Nordrehaug Bhowmik De Blouw LLP	82.1	\$50,052.00
Total	221.3	\$120,269.50

51. The JCL Law Firm's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011) (Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

52. Moreover, my billing rate has been approved multiple times within the last twelve months by California Superior Court judges. (See generally *Martinello v. Century Wilshire, Inc.*, Los Angeles

1 Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing
2 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Wilson*
3 *v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6,
4 2022) Hon. David Cohn approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the
5 JCL Law Firm, APC, as Class Counsel; *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case
6 No. 56-2021-00549844-CU-OE-VTA (April 12, 2022) Hon. Mark Borrell a \$550 billing rate and
7 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel, in a \$1,500,000
8 wage and hour class and PAGA action; *Roa v. Otay Mesa Sales Inc.*, San Diego Superior Court Case
9 No. 37-2019-00057735-CU-OE-CTL (May 13, 2022) Hon. Gregory Pollack approved a \$550 billing
10 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Dula v.*
11 *2 Kings*, Merced Superior Court Case No. 20CV-02289 (July 15, 2022) Hon. Brian McCabe approved
12 a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
13 Counsel; *Foss v. Anderson Hospitality, Inc.*, Shasta Superior Court Case No. 195317 (July 18, 2022)
14 Hon. Stephen H. Baker approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the
15 JCL Law Firm, APC, as Class Counsel; *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego
16 Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 27, 2022) Hon. Ronald Frazier
17 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
18 Class Counsel in a \$1,000,000 wage and hour class and PAGA action; *Almanza v. Xtreme Xpress, Inc.*,
19 Los Angeles Superior Court Case No. 20STCV15387 (July 28, 2022) Hon. Elihu M. Berle approved a
20 \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
21 Counsel; *Vejar v. Fineline Woodworking, Inc., et al*, Orange Superior Court Case No. 30-2021-
22 01208607-CU-OE-CXC (October 24, 2022) Hon. Randall J. Sherman approved a \$550 billing rate and
23 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.).

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

3 54. The requested Class Counsel Award of \$120,000.00, comprised of \$105,000.00 for
4 attorneys' fees (one-third of the Gross Settlement Amount) and up to \$15,000 for reimbursement of
5 actually incurred litigation expenses is reasonable and should be approved. **The requested attorneys'**
6 **fee portion of the Class Counsel Award as a percentage of the fund is supported by the overall**
7 **lodestar incurred with a modest multiplier of .87.** Again, obviously this is much lower than the
8 multiplier approved in *Laffitte* with significant work left to perform. The requested award is therefore
9 reasonable viewed by the Lodestar/Multiplier cross-check.

10 55. The attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross
11 Settlement Amount is fair compensation and, respectfully, should be approved. Class Counsel
12 undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. The
13 attorneys' fee portion of the requested Class Counsel Award is within the historically recognized range
14 attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is
15 supported by Class Counsel's lodestar cross-check with a reasonable .87 multiplier.

16 56. Additionally, Class Counsel and Class Representative CECILLE SARMIENTO
17 (hereinafter "Plaintiff" or "Class Representative"), respectfully requests this Court approve the Class
18 Representative Service Award in the amount of \$7,500. The Class Representative faithfully and
19 dutifully performed her role on behalf of the Settlement Class. The Class Representative dedicated
20 valuable time and assisted in the successful prosecution of this action. Further, the Class Representative
21 granted Defendant a general release.

22 57. As discussed below, the requested Class Counsel Award meets the criteria under
23 California law and falls well within the recognized range of reasonableness for approval. Similarly, the
24 requested Class Representative Service Award in the amount of \$7,500 for Plaintiff meets the criteria
25 for approval. Accordingly, the Class Representative and Class Counsel respectfully request this Court
26 grant this motion for approval of the Class Counsel Award and Class Representative Service Award.

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1 Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation costs in a \$2
2 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62 multiplier.);
3 *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625,
4 (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than \$17,000 in litigation
5 costs on a \$1.75 million common fund wage and hour settlement, which equated to Class Counsel's
6 lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior
7 Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel 33.3% fee request and
8 \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which equated at Class
9 Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior
10 Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class Counsel's 33.3%
11 on a \$360,000 common fund wage and hour class action settlement, which equated to Class Counsel's
12 lodestar plus a 1.2 multiplier.). Moreover, the requested one-third attorneys' fee award is in the middle
13 of historically recognized range of attorneys' fees awarded in common fund class action settlements.

14 60. Here, the Settlement Class will receive an average Individual Settlement Payment of
15 **\$1,375.00**, high payment of **\$3,495.87**, and a low payment of **\$132.23** from an estimated Net Settlement
16 Amount of \$165,000.00. The attorneys' fee portion of the Class Counsel Award request should be
17 awarded based upon the Gross Settlement Amount in accordance with *Laffitte*, i.e., percentage of the
18 fund with a lodestar cross check. As further explained below, the reasonableness of the requested
19 attorneys' fee award of \$105,000.00 is further supported by the lodestar cross-check.

20 61. Because the Settlement in this case is a pure common fund case, and the percentage of
21 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
22 based upon the percentage of the common fund. Further, as noted above, the one-third fee request is in
23 the middle of comparable awards for common fund cases, which establishes the requested award as
24 reasonable. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier
25 well within the recognized range reasonableness, and in fact, below what the California Supreme Court
26 approved in *Laffitte*. For those reasons, and those discussed *infra*, Class Counsel respectfully requests
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1 this Court approve a Class Counsel Award in the amount of **\$120,000.00** comprised of \$105,000.00 for
2 attorneys' fees and up to \$15,000 for reimbursement of actually incurred litigation expenses.

3 62. Courts have consistently recognized that the results achieved are an important factor to
4 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
5 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
6 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
7 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
8 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount of \$315,000.00.00
9 represents between approximately 11.7% and 16.7% of Defendant's *class-wide* liability exposure as
10 estimated by Class Counsel at the time of mediation.

11 63. The likelihood of establishing liability and recovering the full amount of damages was
12 extremely remote and the Gross Settlement Amount of \$315,000.00 from which the Settlement Class
13 will receive an estimated average Individual Settlement Payment of **\$1,375.00**, high payment of
14 **\$3,495.87**, and a low payment of **\$132.23** represents an excellent recovery for the Settlement Class
15 considering Defendant's vigorous defense and the risks of continued litigation.

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

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

1 66. Considering these issues, the Gross Settlement Amount of \$315,000.00, is an excellent
2 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's
3 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
4 challenges of continued litigation, including but not limited to, maintaining class certification, and
5 establishing liability on all claims against Defendant. The Settlement commits Defendant to create a
6 Gross Settlement Amount, from which the Settlement Class will derive a *significant financial recovery*
7 for their alleged damages and extinguish the risks of continued litigation, including a potential
8 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
9 efforts would likely result in a delay of several years before this case would be resolved, with no
10 guarantee of recovery, whereas the Settlement provides for an average recovery of **\$1,375.00**, placing
11 it well within the range of reasonableness.

12 67. Furthermore, the Settlement Class greeted news of the Settlement with 100% of the
13 Settlement Class Members participating in the Settlement. The unanimous approval by the Settlement
14 Class Members evidences the positive overall result of the litigation.

15 68. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
16 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
17 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort
18 to achieve the benefit to the Settlement Class and the requested Class Counsel Award in the amount of
19 \$120,000.00 comprised of \$105,000.00 for attorneys' fees and up to \$15,000 for reimbursement
20 litigation costs is appropriate here given the excellent results achieved.

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

26 70. For instance, the legal landscape surrounding Plaintiff's central claim, meal and rest
27 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
28

1 legal changes during this action in route to successfully negotiating a significant monetary
2 compensation for the Settlement Class.

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

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

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

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

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

24 76. Here, Class Counsel negotiated a one-third contingency fee arrangement, which is a
25 reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and
26 hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent
27

1 results achieved by this Settlement bear their pro rata share of the attorney's fees award to Class
2 Counsel.

3 **C. COSTS**

4 77. Prior to incurring costs for filing of the Motion for Final Approval and Motion for
5 Approval of Attorneys' Fees, Costs, and Service Award, Settlement Class Counsel expended \$8,622.27
6 (JCL Law Firm, APC - \$6,816.50 and Blumenthal Nordrehaug Bhowmik De Blouw LLP - \$,805.77)
7 prosecuting this action. The JCL Law Firm's costs are reflected in the attached Exhibit "6". Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP's costs are attached to the Declaration of Nicholas De Blouw,
9 Esq. filed concurrently herewith.

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

14 79. Consequently, Class Counsel incurred a total of \$8,622.27 successfully prosecuting this
15 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
16 the amount up to \$15,000 as provided for in the Settlement Agreement and based upon Class Counsel's
17 billing records.

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

19 80. As a preliminary matter, Plaintiff granted Defendant a general release of all claims arising
20 from her employment. In exchange, the Class Representative Service Award is, in part, intended to
21 compensate Plaintiff for executing this general release. Absent the Class Representative Service Award,
22 there is no consideration for Plaintiff's general release. Thus, the requested Class Representative
23 Service Award can hardly be considered either a "salary" or "bounty" for bringing suit. To the contrary,
24 the Class Representative Service Award is the sole consideration for her granting a general release.
25 Moreover, the amount of the requested award of \$7,500 for Plaintiff is fair compensation for the broad
26 release.

81. The amount of the requested Class Representative Service Award to Plaintiff for \$7,500 is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly awarded in similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding \$25,000

enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

82. Further, after administering notice of this settlement, not one of the 120 Settlement Class Members objected to the requested Class Representative Service Award. Again, the unanimous consent favors the Court's approval of the requested Class Representative Service Award.

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

84. Additionally, Plaintiff remained available and responsive throughout the entire litigation to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the Settlement Class on an important legal dispute affecting California employees. By way of example,

1 Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case was
2 unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the
3 rights of the Settlement Class.

4 I declare under the penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed this 15th day of February 2023, at San Diego, California.

6
7 **JCL LAW FIRM, APC**

8 By: 
9 Jean-Claude Lapuyade
10 Attorneys for Plaintiff
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EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

CECILLE SARMEINTO, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

PLAINTIFF,

vs.

CADUCEUS HEALTHCARE INC., a
corporation; and DOES 1 through 50,
Inclusive;

DEFENDANTS.

Case No. 37-2021-00002597-CU-OE-CTL

[Action Filed 01/20/2021]

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

[IMAGED FILE]

Judge: Hon. Richard S. Whitney
Dept.: 68

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between plaintiff CECILLE SARMEINTO (hereinafter "Plaintiff"), individually and on behalf of others similarly situated, and defendant CADUCEUS HEALTHCARE, INC. (hereinafter "Defendant"):

A. **DEFINITIONS**

1. "Action" shall mean the putative class action and representative PAGA lawsuit designated *Sarmiento v. Caduceus Healthcare Inc.*, San Diego County Superior Court, Case No. 37-2021-00002597-CU-OE-CTL, filed January 20, 2021.
2. "Aggrieved Employees" shall mean all non-exempt employees who are or previously were employed by Defendant in California during the PAGA Period.
3. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class Action and Release of Claims.
4. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Norman B. Blumenthal, Esq. of Blumenthal Nordrehaug Bhowmik & De Blouw, LLP.
5. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$105,000 out of \$315,000 plus actual costs and expenses not to exceed \$15,000.00 subject to Court approval. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel (70% to JCL Law Firm, APC and 30% to Blumenthal Nordrehaug Bhowmik & De Blouw, LLP).
6. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; social security number; and start dates and

1 end dates of employment or the number of wage statements each Class Member
2 received during the Class Period and PAGA Period.

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

5 8. "Class Period" means the period from January 20, 2017 to September 30, 2021.

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

11 10. "Class Representative" or "Plaintiff" shall mean Plaintiff CECILLE SARMIENTO.

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

14 12. "Defendant" shall mean CADUCEUS HEALTHCARE INC.,

15 13. "Effective Date" means the earliest date, following entry by the Court of an order and
16 judgment finally approving this Settlement, upon which one of the following have
17 occurred: (i) if no objection is filed to the Settlement and no objector appears at the
18 hearing on final approval, the date of the Court's entry of the order granting final
19 approval of the Settlement and judgment thereon, (ii) if an objection is filed to the
20 Settlement and/or an objector appears at the hearing on final approval, then the earlier
21 of the following: (a) if objections are overruled, and no appeal is taken, then the
22 expiration of all potential appeal periods without a filing of a notice of appeal of the
23 final approval order or judgment; (b) 20 calendar days after final affirmance of the
24 final approval order and judgment by an appellate court as a result of any appeal(s),
25 or (c) final dismissal or denial of all such appeals (including any petition for review,
26 rehearing, certiorari, etc.) such that the final approval order and judgment is no longer
27 subject to further judicial review.

14. “Funding Date” shall mean ten (10) business days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.
15. “Gross Settlement Amount” means the total sum of Three Hundred Fifteen Thousand Dollars (\$315,000.00) to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement Payment, and the Settlement Administration Costs. The employer’s share of payroll taxes as to the portion of Individual Settlement Payments constituting wages shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.
16. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Settlement Payment, and Settlement Administration Costs.
17. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*
19. “PAGA Payment Ratio” means the respective Workweeks during the PAGA Period for each Aggrieved Employee divided by the sum-total of the Workweeks for all Aggrieved Employees during the PAGA Period.
20. “PAGA Period” means the period of June 18, 2019 until September 30, 2021.
21. “PAGA Settlement Payment” shall mean Fifteen Thousand Dollars (\$15,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to

the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency ("LWDA"). The amount of the PAGA Settlement Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Settlement Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

22. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

23. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

24. "Plaintiff" shall mean CECILLE SARMIENTO.

25. "Released Class Claims" means all class claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, that are asserted in the Action or based on the facts and theories pleaded in the operative complaint on file at the time of final approval, including but not limited to, Labor Code sections 201, 202, 203, 204(a), 210, 218.5, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1 and 2802, the applicable IWC Wage Orders and all equivalent claims and causes of action arising under the Fair Labor Standards Act ("FLSA") at 29 U.S.C. § 201 *et seq.*, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period

26. "Released PAGA Claims" means all claims for penalties under PAGA, arising during the PAGA Period, which were alleged in the operative complaint at the time of final approval by Plaintiff in the Action and Plaintiff's June 18, 2020 notice letter to the LWDA including, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,

1 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title
2 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable
3 Industrial Welfare Commission Wage Order(s), and is therefore actionable under
4 California Labor Code section 2699.3 and any resulting claim for attorneys' fees and
5 costs under PAGA, which occurred during the PAGA Periods.

6 27. "Released Parties" shall include Defendant, including its predecessors, if any, as well
7 as each of its respective predecessors, successors, and all former, current, and future
8 related organizations, companies, divisions, subsidiaries, affiliates, its government
9 contracting agencies, contractors, subcontractors, hirers, joint employers and their
10 employees and representatives, the government agencies contracted with Defendant
11 related to the Class Members and their employees and representatives, insurers, and
12 parents, and collectively, their respective former, current and future directors,
13 officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs,
14 executors, administrators, beneficiaries, insurers and trustees.

15 28. "Response Deadline" means the date forty-five (45) days after the Settlement
16 Administrator mails Notice Packets to Class Members and the last date on which
17 Class Members may submit written requests for exclusion or objections to the
18 Settlement.

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

27 30. "Settlement" means the disposition of the Action pursuant to this Agreement.
28

1 31. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
2 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
3 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
4 Code section 468B and Treasury Regulation section 1.468B-1, into which the Gross
5 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
6 Class Members and Aggrieved Employees. The Settlement Administrator shall
7 maintain the funds until distribution in an account(s) segregated from the assets of
8 Defendant and any person related to Defendant. ***Interest accrued on the Gross***
9 ***Settlement Amount, if any, shall be paid and distributed to the Settlement Class***
10 ***Members as part of their respective Individual Settlement Payment.***

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

22 33. “Settlement Class Members” or “Settlement Class” means all Class Members who
23 have not submitted a timely and valid written request for exclusion as provided in this
24 Agreement.

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

5 **B. RECITALS**

- 6 1. On June 18, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce
7 Development Agency (LWDA) and served the same on Defendant.
- 8 2. On January 20, 2021, Plaintiff filed the Action for:
- 9 a. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq.*;
- 10 b. Failure to pay overtime wages in violation of California Labor Code sections
11 510 *et seq.*;
- 12 c. Failure to pay minimum wages in violation of California Labor Code sections
13 1194, 1197 and 1197.1;
- 14 d. Failure to provide required meal periods in violation of California Labor Code
15 sections 226.7 and 512 and the applicable IWC wage order;
- 16 e. Failure to provide required rest periods in violation of California Labor Code
17 sections 226.7 and 512 and the applicable IWC wage order;
- 18 f. Failure to provide accurate itemized wage statements in violation of California
19 Labor Code section 226;
- 20 g. Failure to reimburse employees for required expenses in violation of
21 California Labor Code section 2802;
- 22 h. Failure to provide wages when due in violation of California Labor Code
23 sections 201, 202 and 203;
- 24 i. Failure to timely pay earned wages in violation of Cal. Lab. Code § 204(a);
- 25 j. Wrongful termination in violation of public policy; and
- 26 k. Violation of the Private Attorneys General Act [Labor Code §§2698, *et seq.*].
- 27
- 28

- 1 3. The Class Representative believes she has meritorious claims based on alleged
2 violations of the California Labor Code, and the Industrial Wage Commission Orders,
3 and that class certification is appropriate because the prerequisites for class
4 certification can be satisfied in the Action, and this action is manageable as a PAGA
5 representative action.
- 6 4. Defendant denies any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
8 Representative are owed, and further contend that, for any purpose other than
9 settlement, the Action is not appropriate for class or representative action treatment.
10 Defendant contends, among other things, that at all times they complied with the
11 California Labor Code and the Industrial Wage Commission Orders.
- 12 5. The Class Representative is represented by Class Counsel. Class Counsel conducted
13 an investigation into the facts relevant to the Action, including conducting an
14 independent investigation as to the allegations, reviewing documents and information
15 exchanged through informal discovery, and reviewing documents and information
16 provided by Defendant pursuant to informal requests for information to prepare for
17 mediation. Defendant produced for the purpose of settlement negotiations certain
18 employment data concerning the Settlement Class, which Class Counsel reviewed
19 and analyzed. Based on their own independent investigation and evaluation, Class
20 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and
21 adequate, and is in the best interest of the Settlement Class in light of all known facts
22 and circumstances, including the risks of significant delay, defenses asserted by
23 Defendant, uncertainties regarding class certification, and numerous potential
24 appellate issues. Although it denies any liability, Defendant is agreeing to this
25 Settlement solely to avoid the inconveniences and cost of further litigation. The
26 Parties and their counsel have agreed to settle the claims on the terms set forth in this
27 Agreement
- 28

1 6. On September 8, 2021, the Parties participated in mediation presided over by Hon.
2 Steve Denton (Ret.) a respected jurist and mediator of wage and hour class actions.
3 At the conclusion of the mediation, each side, represented by its respective counsel,
4 agreed to settle the Action for to the total Gros Settlement amount of \$315,000. The
5 Parties subsequently executed a binding and enforceable Memorandum of Agreement
6 ("MOU"), and agreed that a detailed, long-form Joint Stipulation of Class and PAGA
7 Action Settlement and Release of Claims would be completed shortly thereafter.

8 7. This Agreement replaces and supersedes the Memorandum of Understanding and any
9 other agreements, understandings, or representation between the Parties. This
10 Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or will be construed as an admission by
12 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
13 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
14 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
15 have merit. The Parties agree to certification of the Class for purposes of this
16 Settlement only. If for any reason the Settlement does not become effective,
17 Defendant reserves the right to contest certification of any class for any reason and
18 reserves all available defenses to the claims in the Action.

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

20 **C. TERMS OF AGREEMENT**

21 1. Settlement Consideration and Settlement Payments by Defendant.

22 a. Settlement Consideration. In full and complete settlement of the Action, and
23 in exchange for the releases set forth below, Defendant and the Released
24 Parties will pay the sum of the Individual Settlement Payment, the Class
25 Representative Service Award, the Class Counsel Award, PAGA Settlement,
26 and the Settlement Administration Costs, as specified in this Agreement, equal
27 to the Gross Settlement Amount of Three Hundred Fifteen Thousand Dollars
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1 (\$315,000.00). The Parties agree that this is a non-reversionary Settlement and
2 that no portion of the Gross Settlement Amount shall revert to Defendant.
3 Other than the Defendant's share of employer payroll taxes on the portion of
4 the Individual Settlement Payments constituting wages, Defendant shall not
5 be required to pay more or less than the Gross Settlement Amount, except as
6 provided for hereinbelow.

7 b. Class Size. At the time of mediation, Defendant estimated that the Settlement
8 Class was comprised of 115 individuals who collectively worked
9 approximately 3,300 Workweeks ("Projected Workweeks"). In regard hereto,
10 Defendant will provide a declaration under penalty of perjury confirming the
11 number of Class Members and Workweeks during the Class Period. The
12 Settlement Amount will increase proportionally above 10% (e.g. if the
13 Workweeks increase by 12%, Defendant shall pay an additional 2%) with
14 added Workweeks if any of these are more than 10% of the estimates set forth
15 herein.

16 c. Settlement Payment. Defendant and the Released Parties, and each of them,
17 are jointly and severally liable for payment of the Gross Settlement Amount
18 Defendant shall pay, via wire transfer, the Gross Settlement Amount to the
19 Settlement Administrator on the Funding Date.

20 d. Defendant's Share of Payroll Taxes. Defendant's share of employer side
21 payroll taxes on the portion of the Individual Settlement Payments
22 constituting wages are in addition to the Gross Settlement Amount and shall
23 be paid together with the Gross Settlement Amount.

24 2. Release by Settlement Class Members. As of the Funding Date, in exchange for the
25 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
26 release the Released Parties from the Released Class Claims for the Class Period.
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- 1 3. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, the Plaintiff, the Aggrieved Employees, the
3 LWDA, and the State of California release the Released Parties from the Released
4 PAGA Claims for the PAGA Period.
- 5 4. Conditions Precedent: This Settlement will become final and effective only upon the
6 occurrence of all of the following events:
- 7 a. The Court enters an order granting preliminary approval of the Settlement;
- 8 b. The Court enters an order granting final approval of the Settlement and a Final
9 Judgment;
- 10 c. If an objector appears at the final approval hearing, the time for appeal of the
11 Order Granting Final Approval of Class Action Settlement and Final
12 Judgment expires; or, if an appeal is timely filed, there is a final resolution of
13 any appeal from the Order Granting Final Approval of Class Action
14 Settlement and Final Judgment; and
- 15 d. Defendant fully funds the Gross Settlement Amount.
- 16 5. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
17 opt out of the settlement by submitting valid and timely Requests for Exclusion,
18 Defendant has the unilateral right in its sole discretion to rescind the Parties'
19 Settlement. The Parties agree that they will not encourage any Class Member to object
20 to the Settlement or to opt out. If Defendant exercises its option to rescind, Defendant
21 shall: (a) provide written notice to Class Counsel at least ten (10) business days prior
22 to the final approval hearing, provided Defendant has been provided notice of all such
23 opt outs, and (b) pay all Settlement Administration Costs incurred by the Settlement
24 Administrator up to the date of Defendant's notice to rescind. In the event the
25 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement
26 had not been executed.

1 6. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
2 not preliminarily or finally approved by the Court, fails to become effective, or is
3 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
4 Defendant from obtaining a complete resolution of the Released Claims and Released
5 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

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

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

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

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

20 7. Certification of the Settlement Class. The Parties stipulate to conditional class
21 certification of the Class for the Class Period for purposes of settlement only. In the
22 event that this Settlement is not approved by the Court, fails to become effective, or is
23 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
24 Defendant from obtaining a complete resolution of the Released Claims and Released
25 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
26 void *ab initio* and of no force or effect, shall not be admissible in any judicial,
27 administrative or arbitral proceeding for any purpose or with respect to any issue,
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substantive or procedural, and Defendant will not be prevented from later contesting class certification.

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

9. Circular 230 Disclaimer. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

10. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR

1 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
2 her or its own, independent legal and tax counsel for advice (including tax advice) in
3 connection with this Agreement, (b) has not entered into this Agreement based upon
4 the recommendation of any other Party or any attorney or advisor to any other Party,
5 and (c) is not entitled to rely upon any communication or disclosure by any attorney
6 or adviser to any other party to avoid any tax penalty that may be imposed on the
7 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
8 any limitation that protects the confidentiality of any such attorney's or adviser's tax
9 strategies (regardless of whether such limitation is legally binding) upon disclosure by
10 the acknowledging party of the tax treatment or tax structure of any transaction,
11 including any transaction contemplated by this Agreement

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

17 12. Settlement Administrator. The Settlement Administrator shall be responsible for:
18 establishing and administering the QSF; calculating, processing and mailing payments
19 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
20 mailing the Notice Packets to the Class Members as directed by the Court; receiving
21 and reporting the objections and requests for exclusion; calculating, deducting and
22 remitting all legally required taxes from Individual Settlement Payments and
23 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
24 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
25 Settlement Payment; processing and mailing tax payments to the appropriate state and
26 federal taxing authorities; providing declaration(s) as necessary in support of
27 preliminary and/or final approval of this Settlement; and other tasks as the Parties
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1 mutually agree or the Court orders the Settlement Administrator to perform. The
2 Settlement Administrator shall keep the Parties timely apprised of the performance of
3 all Settlement Administrator responsibilities by among other things, sending a weekly
4 status report to the Parties' counsel stating the date of the mailing, the number of
5 written requests for exclusion it receives (including the numbers of valid and
6 deficient), and number of objections received.

7 13. Notice Procedure.

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

12 b. Notice Packets.

13 1) The Notice Packet shall contain the Notice of Class Action Settlement
14 in a form substantially similar to the form attached as Exhibit A. The
15 Notice of Class Action Settlement shall inform Class Members and
16 Aggrieved Employees that they need not do anything in order to
17 receive an Individual Settlement Payment and/or Aggrieved
18 Employees' individual shares of the PAGA Settlement Payment and
19 to keep the Settlement Administrator apprised of their current mailing
20 address, to which the Individual Settlement Payments and/or
21 Aggrieved Employees' individual shares of the PAGA Settlement
22 Payment will be mailed following the Funding Date. The Notice of
23 Class Action Settlement shall set forth the release to be given by all
24 members of the Class who do not request to be excluded from the
25 Settlement Class and/or Aggrieved Employees' in exchange for an
26 Individual Settlement Payment and/or Aggrieved Employees'
27 individual shares of the PAGA Settlement Payment, the number of
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1 Workweeks worked by each Class Member during the Class Period
2 and PAGA Period, if any, and the estimated amount of their Individual
3 Settlement Payment if they do not request to be excluded from the
4 Settlement and each Aggrieved Employee's share of the PAGA
5 Settlement, if any. The Settlement Administrator shall use the Class
6 Data to determine Class Members' Workweeks and PAGA
7 Workweeks. The Notice will also advise the Aggrieved Employees
8 that they will release the Released PAGA Claims and will receive their
9 share of the PAGA Settlement regardless of whether they request to
10 be excluded from the Settlement.

11 2) The Notice Packet's mailing envelope shall include the following
12 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
13 ENTITLED TO PARTICIPATE IN A CLASS ACTION
14 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
15 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
16 NOTICE."

17 c. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
18 the Settlement Administrator will perform a search based on the National
19 Change of Address Database to update and correct any known or identifiable
20 address changes. No later than fourteen (14) calendar days after receiving the
21 Class Data from Defendant, the Settlement Administrator shall mail and email
22 copies of the Notice Packet to all Class Members via regular First-Class U.S.
23 Mail and electronic mail. The Settlement Administrator shall exercise its best
24 judgment to determine the current mailing address for each Class Member.
25 The address identified by the Settlement Administrator as the current mailing
26 address shall be presumed to be the best mailing address for each Class
27 Member.
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- 1 d. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a
5 correct address by lawful use of skip-tracing, or other search using the name,
6 address and/or Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if another mailing address is identified by the
8 Settlement Administrator. In addition, if any Notice Packets, which are
9 addressed to Class Members who are currently employed by Defendant, are
10 returned to the Settlement Administrator as non-delivered and no forwarding
11 address is provided, the Settlement Administrator shall notify Defendant.
12 Defendant will request that the currently employed Class Member provide a
13 corrected address, and transmit to the Administrator any corrected address
14 provided by the Class Member. Class Members who received a re-mailed
15 Notice Packet shall have their Response Deadline extended fifteen (15) days
16 from the original Response Deadline.
- 17 e. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendant's records regarding
19 the start and end dates of employment, to provide documentation and/or an
20 explanation to show contrary dates. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an
22 adjustment is warranted. The Settlement Administrator shall determine the
23 eligibility for, and the amounts of, any Individual Settlement Payments under
24 the terms of this Agreement. The Settlement Administrator's determination
25 of the eligibility for and amount of any Individual Settlement Payment shall
26 be binding upon the Class Member and the Parties.

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

7 g. Exclusions. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to exclude themselves from
9 the Settlement must submit a written request for exclusion by the Response
10 Deadline. The written request for exclusion must state that the Class Member
11 wishes to exclude himself or herself from the Settlement and (1) must contain
12 the name, address, and the last four digits of the Social Security number of the
13 person requesting exclusion; (2) must be signed by the Class Member; (3)
14 must be postmarked or fax stamped by the Response Deadline and returned to
15 the Settlement Administrator at the specified address or fax telephone number;
16 and (4) contain a typewritten or handwritten notice stating in substance: "I
17 have read the Class Notice and I wish to opt out of the settlement of the class
18 action lawsuit entitled *Cecille Sarmiento, et al. v. Caduceus Healthcare, Inc.*,
19 currently pending in the Superior Court for the County of San Diego, Case
20 No. 37-2021-00002597-CU-OE-CTL. I understand that by requesting to be
21 excluded from the settlement, I will receive no money from the Settlement
22 described in this Notice." The request for exclusion will not be valid if it is
23 not timely submitted, if it is not signed by the Class Member, or if it does not
24 contain the name and address and last four digits of the Social Security number
25 of the Class Member. The date of the postmark on the mailing envelope or
26 fax stamp on the request for exclusion shall be the exclusive means used to
27 determine whether the request for exclusion was timely submitted. Any Class
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1 Member who requests to be excluded from the Settlement Class will not be
2 entitled to an Individual Settlement Payment and will not be otherwise bound
3 by the terms of the Settlement or have any right to object, appeal or comment
4 thereon. However, any Class Member that submits a timely request for
5 exclusion that is also a member of the Aggrieved Employees will still receive
6 his/her pro rata share of the PAGA Settlement, as specified below, and in
7 consideration, will be bound by the Release by the Aggrieved Employees as
8 set forth herein. Settlement Class Members who fail to submit a valid and
9 timely written request for exclusion on or before the Response Deadline shall
10 be bound by all terms of the Settlement and any final judgment entered in this
11 Action if the Settlement is approved by the Court. No later than fourteen (14)
12 calendar days after the Response Deadline, the Settlement Administrator shall
13 provide counsel for the Parties with a final list of the Class Members who have
14 timely submitted written requests for exclusion. At no time shall any of the
15 Parties or their counsel seek to solicit or otherwise encourage members of the
16 Class to submit requests for exclusion from the Settlement.

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

- 11 14. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
12 the Gross Settlement Amount on or before the Funding Date, plus any employer's
13 share of payroll taxes on the portion of the Individual Settlement Payments constituting
14 wages as mandated by law within the time specified herein. The QSF shall be an
15 interest-bearing account at a federally-insured bank that is mutually acceptable to the
16 Parties and the Settlement Administrator. The funds in the QSF shall be invested either
17 in short-term U.S. Treasury securities with maturity dates of less than 90 days at the
18 time of deposit, or in an SEC-registered money market fund investing exclusively in
19 U.S. Treasury securities with average maturities of less than 90 days and rated AAA
20 by Standard & Poor's. The Parties agree that the QSF is intended to be a "Qualified
21 Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. §
22 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Settlement
23 Administrator as such. With respect to the QSF, the Settlement Administrator shall:
24 (1) open and administer the settlement account in such a manner as to qualify and
25 maintain the qualification of the QSF2) satisfy all federal, state and local and income
26 and other tax reporting, return, and filing requirements with respect to the QSF and
27 any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i)
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1 taxes (including any estimated taxes, interest, or penalties) with respect to the interest
2 or other interest earned by the QSF, and (ii) fees, expenses and costs incurred in
3 connection with the opening and administration of the QSF and the performance of its
4 duties and functions as described in this Agreement. The aforementioned taxes, fees,
5 costs and expenses shall be treated as and included in the costs of administering the
6 QSF and as Settlement Administration Costs. The Parties and the Settlement
7 Administrator shall treat the QSF as coming into existence as a QSF on the earliest
8 date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
9 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-
10 1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator and one
11 another to the extent reasonably necessary to carry out the provisions of this Section.

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

- 1 b. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Workweeks for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Workweeks for each Aggrieved Employee will be
5 divided by the total PAGA Workweeks for all Aggrieved Employees,
6 resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee Payment (as defined in Section 14.k. herein) to calculate
9 each Aggrieved Employee’s estimated share of the PAGA Settlement
10 Payment.
- 11 c. Allocation of Individual Settlement Payments. For tax purposes, Individual
12 Settlement Payments shall be allocated and treated as follows: 20% as wages
13 (“Wage Portion”); 80% as penalties and interest (“Non-Wage Portion”). The
14 Wage Portion is subject to payroll tax withholdings and shall be reported on
15 IRS Form W-2. The Non-Wage Portion shall not be subject to payroll tax
16 withholdings and shall be reported on IRS Form 1099.
- 17 d. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
18 Employee Payments (as defined in Section 14.k. herein) shall be allocated and
19 treated as 100% penalties and shall be reported on IRS Form 1099.
- 20 e. No Credit Toward Benefit Plans. The Individual Settlement Payments and
21 individual shares of the PAGA Settlement Payment made to Settlement Class
22 Members and/or Aggrieved Employees under this Settlement Agreement, as
23 well as any other payments made pursuant to this Settlement Agreement, will
24 not be utilized to calculate any additional benefits under any benefit plans to
25 which any Class Members may be eligible, including, but not limited to profit-
26 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
27 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
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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 Payment 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 Payment.

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

h. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement

1 Payment and/or Aggrieved Employee's individual share of the PAGA
2 Settlement check has not been cashed within one hundred and eighty (180)
3 days, all funds represented by such uncashed checks, plus any interest accrued
4 thereon, shall be distributed consistent with California Code of Civil
5 Procedure Section 384 as follows: to The Children's Advocacy Institute
6 (CAI), founded at the nonprofit University of San Diego School of Law in
7 1989. Neither Class Counsel nor Defendant's counsel, nor any of the Parties,
8 has any interest, pecuniary or otherwise, in CAI. The court shall set a date
9 when the parties shall report to the court the total amount that was actually
10 paid to the Class Members. After the report is received, the court shall amend
11 the judgment to direct the Settlement Administrator to pay the sum of the
12 unpaid residue as a result of uncashed Class Member checks, plus interest that
13 has accrued thereon, to the CAI. Neither Class Counsel nor Defense Counsel
14 or the Parties have any interest, pecuniary or otherwise, in the CAI.

- 15 i. Class Representative Service Award. In addition to the Individual Settlement
16 Payment and her individual share of the PAGA Settlement Payment to be paid
17 to Plaintiff, Plaintiff will apply to the Court for an award of not more than
18 \$7,500, as the Class Representative Service Award. Defendant does not
19 presently intend to oppose a Class Representative Service Award of not more
20 than \$7,500 for Plaintiff. The Settlement Administrator shall pay the Class
21 Representative Service Award, either in the amount stated herein if approved
22 by the Court or some other amount as approved by the Court, to Plaintiff from
23 the Gross Settlement Amount no later than fifteen (15) calendar days after the
24 Funding Date. Any portion of the requested Class Representative Service
25 Award that is not awarded to the Class Representative shall be part of the Net
26 Settlement Amount and shall be distributed to Settlement Class Members as
27 provided in this Agreement. The Settlement Administrator shall issue an IRS
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1 Form 1099 — MISC to Plaintiff for her Class Representative Service Award.
2 Plaintiff shall be solely and legally responsible to pay any and all applicable
3 taxes on her Class Representative Service Award and shall hold harmless the
4 Released Parties from any claim or liability for taxes, penalties, or interest
5 arising as a result of the Class Representative Service Award. The Class
6 Representative Service Award shall be in addition to Plaintiff's Individual
7 Settlement Payment as a Settlement Class Member. Approval of this
8 Settlement shall not be conditioned on Court approval of the requested amount
9 of the Class Representative Service Award. In the event that the Court reduces
10 or does not approve the requested Class Representative Service Award,
11 Plaintiff shall not have the right to revoke the Settlement, and it will remain
12 binding.

13 j. Class Counsel Award. Defendant understands a motion by Class Counsel for
14 attorneys' fees not to exceed one-third of the Gross Settlement Amount
15 currently estimated to be \$105,000.00 plus actual costs and expenses
16 supported by declaration not to exceed Fifteen Thousand Dollars
17 (\$15,000.00), from the Gross Settlement Amount will be filed. Any portion
18 of the requested Class Counsel Award that is not awarded to Class Counsel
19 shall be part of the Net Settlement Amount and shall be distributed to
20 Settlement Class Members as provided in this Agreement. The Settlement
21 Administrator shall allocate and pay the Class Counsel Award to Class
22 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
23 days after the Funding Date. Class Counsel shall be solely and legally
24 responsible to pay all applicable taxes on the payment made pursuant to this
25 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
26 MISC to Class Counsel for the payments made pursuant to this paragraph. In
27 the event that the Court reduces or does not approve the requested Class
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1 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
2 the Settlement, or to appeal such order, and the Settlement will remain
3 binding.

4 k. PAGA Settlement Payment. Fifteen Thousand Dollars (\$15,000) shall be
5 allocated from the Gross Settlement Amount for settlement of claims for civil
6 penalties under the Labor Code Private Attorneys General Act of 2004 (i.e.,
7 the "PAGA Settlement Payment"). The Settlement Administrator shall pay
8 seventy-five percent (75%) of the PAGA Settlement Payment (\$11,250) to the
9 California Labor and Workforce Development Agency no later than fifteen
10 (15) calendar days after the Funding Date (hereinafter "LWDA Payment").
11 Twenty-five (25%) of the PAGA Settlement (\$3,750) will be distributed to
12 the Aggrieved Employees as described in this Agreement ("Aggrieved
13 Employee Payment"). For purposes of distributing the PAGA Settlement to
14 the Aggrieved Employees, each Aggrieved Employee shall receive their pro-
15 rata share of the Aggrieved Employee Payment using the PAGA Payment
16 Ratio as defined above.

17 l. Settlement Administration Costs. The Settlement Administrator shall be paid
18 for the costs of administration of the Settlement from the Gross Settlement
19 Amount. The estimate of the Settlement Administration Costs is \$15,000. The
20 Settlement Administrator shall be paid the Settlement Administration Costs
21 no later than twenty-five (25) calendar days after the Funding Date. These
22 costs, which shall be paid from the Gross Settlement Amount, shall include,
23 inter alia, the required tax reporting on the Individual Settlement Payments,
24 the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund,
25 administering and distributing the Gross Settlement Amount and Class
26 Counsel Award, and providing necessary reports and declarations. Any
27 portion of the Settlement Administration Costs not allowed shall be added to
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1 the Net Settlement Amount and shall be distributed to Class Members as
2 provided in this Agreement.

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

12 a. Declaration by Settlement Administrator. No later than fourteen (14) days
13 after the Response Deadline, the Settlement Administrator shall submit a
14 declaration in support of Plaintiff's motion for final approval of this
15 Settlement detailing the number of Notice Packets mailed and re-mailed to
16 Class Members, the number of undeliverable Notice Packets, the number of
17 timely requests for exclusion, the number of objections received, the amount
18 of the average Individual Settlement Payment and highest Individual
19 Settlement Payment, the Settlement Administration Costs, and any other
20 information as the Parties mutually agree or the Court orders the Settlement
21 Administrator to provide.

22 b. Final Approval Order and Judgment. Class Counsel shall present an Order
23 Granting Final Approval of Class Action Settlement to the Court for its
24 approval, and Judgment thereon, at the time Class Counsel files the Motion
25 for Final Approval. After entry of the Judgment, the Settlement Administrator
26 will provide notice of the final judgment to the Class Members by posting the
27 Judgment on the administrator's website.
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- 1 18. 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, at least five (5) court days before filing with the Court.
5 The Parties and their counsel will cooperate with each other and use their best efforts
6 to affect the Court's approval of the Motions for Preliminary and Final Approval of
7 the Settlement, and entry of Judgment.
- 8 19. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 20. 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 21. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 22. Entire Agreement. This Agreement and any attached Exhibits 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 Exhibits
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.
- 20 23. 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 represents and warrants that he/she is authorized to
26 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she

1 is authorized to sign this Agreement and that she has not assigned any claim, or part
2 of a claim, covered by this Settlement to a third-party.

3 24. No Public Comment: The Parties and their counsel agree that they will not issue any
4 press releases, initiate any contact with the press, respond to any press inquiry, or have
5 any communication with the press about the fact, amount or terms of the Settlement
6 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
7 of its terms for any marketing or promotional purposes. Nothing herein will restrict
8 Class Counsel from including publicly available information regarding this settlement
9 in future judicial submissions regarding Class Counsel's qualifications and experience.
10 Further, Class Counsel will not include, reference or use the Settlement Agreement for
11 any marketing or promotional purposes, including publishing such information on any
12 website or social media forum (including through organizations that publicize verdicts
13 and settlements and on websites operated by or for Class Counsel), or for attempting
14 to influence business relationships at Defendant's locations, either before or after the
15 Motion for Preliminary Approval is filed.

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

18 26. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
19 shall be governed by and interpreted according to the laws of the State of California.

20 27. Counterparts. This Agreement may be executed in one or more counterparts. All
21 executed counterparts and each of them shall be deemed to be one and the same
22 instrument provided that counsel for the Parties to this Agreement shall exchange
23 among themselves copies or originals of the signed counterparts.

24 28. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
25 is a fair, adequate and reasonable settlement of this Action and have arrived at this
26 Settlement after extensive arms-length negotiations, taking into account all relevant
27 factors, present and potential.

- 1 29. Jurisdiction of the Court. The Parties agree that this Settlement Agreement shall be
2 enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6.
3 The Parties agree that the Court shall retain jurisdiction with respect to the
4 interpretation, implementation and enforcement of the terms of this Agreement and all
5 orders and judgments entered in connection therewith, and the Parties and their counsel
6 submit to the jurisdiction of the Court for purposes of interpreting, implementing and
7 enforcing the settlement and all orders and judgments entered in connection with this
8 Agreement.
- 9 30. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
10 the Court shall first attempt to construe the provisions valid to the fullest extent
11 possible consistent with applicable precedents so as to define all provisions of this
12 Agreement valid and enforceable.
- 13 31. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
14 intend to pursue any claims against the Released Parties, including, but not limited to,
15 any and all claims relating to or arising from Plaintiff's employment with Defendant,
16 regardless of whether Class Counsel is currently aware of any facts or legal theories
17 upon which any claims or causes of action could be brought against Released Parties,
18 including those facts or legal theories alleged in the operative complaint in this Action.
19 The Parties further acknowledge, understand and agree that this representation is
20 essential to the Agreement and that this Agreement would not have been entered into
21 were it not for this representation.
- 22 32. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
23 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below
24 the amount Class Counsel requests, and either Party may appeal any order that
25 materially alters the Agreement's terms.
- 26 33. Class Action Certification. The Parties are agreeing to class certification for settlement
27 purposes only. This Agreement shall not constitute, in this or any other proceeding, an
28

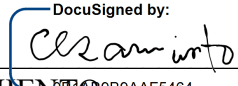
admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member.

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

[SIGNATURES ON FOLLOWIUNG PAGE]

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

DATED: 2/14/2022

DocuSigned by:

CECILLE SARMIENTO

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

DATED:


CADUCEUS HEALTHCARE, INC.

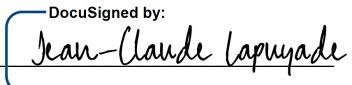
Carlos Lopez
Printed Name

CEO - President
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 2/17/2022

JCL LAW FIRM, A.P.C.

By: 
Attorneys for Plaintiff and the Settlement Class Members

DATED: 2/17/2022

FREEMAN MATHIS & GARY, LLP

By: 
Mandy D. Hexom
Attorneys for Defendant
CADUCEUS HEALTHCARE, INC.

4828-2706-0977, v. 1

EXHIBIT A

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

*(Sarmiento v. Caduceus Healthcare, Inc., San Diego County Superior Court Case
No. 37-2021-00002597-CU-OE-CTL)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Cecille Sarmiento (“Plaintiff”) and Defendant Caduceus Healthcare, Inc., (“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 non-exempt employees who are or previously were employed by Defendant in California during the Class Period.

The “Class Period” is the period of time running from January 20, 2017 to September 30, 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 January 20, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (i) Failure to timely pay earned wages in violation of California Labor Code § 204(a); (j) Wrongful Termination in violation of Public Policy; and (k) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On September 8, 2021, the Parties participated in an all-day mediation with Hon. Steven Denton (Ret.), a respected jurist and experienced mediator of wage and hour class and PAGA actions. At the conclusion of the mediation, each side, represented by its respective counsel, agreed 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 Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Fifteen Thousand Dollars (\$315,000) (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 Payment to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$105,000) and a Class Counsel Litigation Expenses Payment of not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500) 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 \$15,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$11,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$3,750 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 ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant in California during the PAGA Period. The PAGA Period means the period between June 18, 2019 to September 30, 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. 20% 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. 80% 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 Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, of any nature and description whatsoever, that are asserted in the Action or based on the facts and theories pleaded in the operative complaint on file at the time of final approval, including but not limited to, labor Code sections 201, 202, 203, 204(a), 210, 218.5, 225, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, and 2802, the applicable IWC WAGE Orders and all equivalent claims and causes of actions arising under the Fair Labor Standards Act (“FLSA”) at 29 U.S.C. § et seq., which occurred during the Class Period, and expressly excluding all other claims, including claims of vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period. The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” means all claims for penalties under PAGA, arising during the PAGA Period, which were alleged in the operative complaint at the time of final approval by Plaintiff in the Action and Plaintiff’s June 18, 2020 notice letter to the LWDA including, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3 and any resulting claim for attorneys’ fees and costs under PAGA, which occurred during the PAGA Periods.

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

5. How much will my payment be?

Defendant’s records reflect that you have <<____>> Workweeks worked during the Class Period (January 30, 2017 to September 30, 2021).

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

Defendant’s records reflect that you have <<____>> pay periods worked during the PAGA Period (June 18, 2019 to September 30, 2021).

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

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Sarmiento v. Caduceus Healthcare, Inc., San Diego County Superior Court, Case No. 37-2021-00002597-CU-OE-CTL***. I understand that by requesting to be excluded from the settlement, 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 ***Sarmiento v. Caduceus Healthcare, Inc., San Diego County Superior Court, Case No. 37-2021-00002597-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 ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Counsel for Defendant:

Mandy D. Hexom
 Freeman Mathis & Gary, LLP
 225 Broadway, Suite 1460
 Tel.: (619) 687-3000
 E-Mail: mxhesom@fmglaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the San Diego County Superior Court, Dept. C-68, located at 330 W Broadway, San Diego, CA 92101-7068 before Judge Richard S. Whitney. 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 **1-888-250-6810** or write to ***Sarmiento v. Caduceus Healthcare, Inc., San Diego County Superior Court, Case No. 37-2021-00002597-CU-OE-CTL***, Settlement Administrator, c/o _____.

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

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 Children's Advocacy Institute. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

FILED
Clerk of the Superior Court

SEP 13 2022

ELECTRONICALLY RECEIVED
Superior Court of California
County of San Diego
05/20/2022 at 01:22:10 PM
Clerk of the Superior Court
By Maria Acevedo, Deputy Clerk

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3500

San Diego, CA 92121

Telephone: (619)599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

By: R. Cersosimo, Clerk

Attorneys for Plaintiff CECILLE SARMIENTO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CECILLE SARMIENTO, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

CADUCEUS HEALTHCARE INC, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2021-00002597-CU-OE-CTL

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

Date: September 9, 2022

Time: 10:30 a.m.

Judge: Hon. Richard S. Whitney

Dept.: 68

1 This matter having come before the Honorable Judge Richard S. Whitney of the Superior Court
2 of the State of California, in and for the County of San Diego, at 10:30 a.m. on September 9, 2022, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Blumenthal, Nordrehaug, Bhowmik &
4 De Blouw, LLP as counsel for plaintiff CECILLE SARMIENTO ("Plaintiff"), and Mandy Hexom,
5 Esq., and David G. Molinari of Freeman, Mathis & Gary, LLP. appearing for defendant CADUCEUS
6 HEALTHCARE, INC. (hereinafter "Defendant"). The Court, having carefully considered the briefs,
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Three Hundred Fifteen Thousand Dollars (\$315,000). It appears to the Court
19 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
20 Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of

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

5. Plaintiff seeks a Class Counsel Award in the amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) up to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated at One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00), and award of litigation expenses incurred not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and proposed Class Representative Service Award to the Class Representative, Cecille Sarmiento, in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service Award until the Final Approval Hearing.

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

"All of non-exempt employees who are or previously were employed by Defendant CADUCEUS HEALTHCARE, INC., in California during the period between January 20, 2017 to September 30, 2021."

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

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

5 8. The Court provisionally appoints plaintiff CECILLE SARMIENTO as the representative
6 of the Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
8 A.P.C., and Norman B. Blumenthal, Esq. of Blumenthal, Nordrehaug, Bhowmik & De Blouw, LLP, as
9 Class Counsel for the Class Members.

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

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

class U.S. Mail using the most current mailing address information available.

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

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

14. A final approval hearing shall be held before this Court on December 29, 2022 at 10:30 AM in Department 68 of the San Diego County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service

1 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
2 and the motion for Attorneys' Fee and Costs and Class Representative Service Award shall be filed
3 with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

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

27 ///

1 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

4
5 Dated: 9-13-22

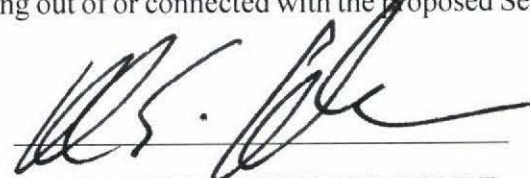

JUDGE OF THE SUPERIOR COURT
RICHARD S. WHITNEY

EXHIBIT 3

Tesla Stone

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, May 20, 2022 1:10 PM
To: Tesla Stone
Subject: Thank you for your Proposed Settlement Submission

05/20/2022 01:09:00 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Sarmiento v. Caduceus Health (002-209)								
04/30/2021	Journal Entry	Apr. 2022 Postage		Postage for Apr. 2021	Client costs deferred	-Split-	6.96	6.96
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	0.10	7.06
05/05/2021	Expense		One Legal LLC	One Legal Order Number: 16253873 - Filing Fee: Association of Attorney, Proof of Service	Client costs deferred	Chase Card 7349	12.35	19.41
07/31/2021	Journal Entry	July 2022 Postage		Copies for July 2021	Client costs deferred	-Split-	0.10	19.51
08/11/2021	Check	2545	Judicate West	Invoice Number 535715 - re: Mediation	Client costs deferred	US Bank-Checking - 4270	4,650.00	4,669.51
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	Client costs deferred	-Split-	1.60	4,671.11
09/23/2021	Expense		One Legal LLC	One Legal Order Number: 16963638- Filing Fee Re: Case Management, Proof of Service	Client costs deferred	Chase Card 7349	12.35	4,683.46
09/28/2021	Check	2581	Berger Consulting Group	Invoice No. 4862	Client costs deferred	US Bank-Checking - 4270	1,750.00	6,433.46
10/15/2021	Expense		One Legal LLC	One Legal Order Number: 17065000 - Filing Fee Re: Notice of Change of Address/Telephone	Client costs deferred	Chase Card 7349	12.35	6,445.81
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	1.35	6,447.16
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.20	6,447.36
03/24/2022	Expense		One Legal LLC	One Legal Order Number: 17918288 - Filing Fee Re: Case management Statement, Proof of Service	Client costs deferred	Chase Card 7349	12.87	6,460.23
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	0.10	6,460.33
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	0.40	6,460.73
04/30/2022	Journal Entry	April 2022 Postage		Postage for April 2022	Client costs deferred	-Split-	0.53	6,461.26
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	Client costs deferred	-Split-	0.10	6,461.36
07/29/2022	Expense		One Legal LLC	One Legal Order Number: 18629922 - Filing Fee Re: Proposed Order, Proof of Service	Client costs deferred	Chase Card 7349	42.72	6,504.08
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	0.10	6,504.18
08/18/2022	Expense		One Legal LLC	One Legal Order Number: 18629921 - Filing Fee Re: Stipulation - Other - Fee Due, Proof of Service	Client costs deferred	Chase Card 7349	33.46	6,537.64
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.40	6,538.04
09/14/2022	Expense		San Diego Supeior Court		Client costs deferred	Chase Card 7349	22.20	6,560.24
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	Client costs deferred	-Split-	0.40	6,560.64
12/05/2022	Expense		San Diego Supeior Court		Client costs deferred	Chase Card 7349	22.20	6,582.84
12/09/2022	Expense		One Legal LLC	One Legal Order Number: 19333840 - Filing Fee Re: Stipulation - Other, Fee Due, Proof of Service	Client costs deferred	Chase Card 7349	33.46	6,616.30
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	Client costs deferred	-Split-	0.20	6,616.50
Total for Sarmiento v. Caduceus Health (002-209)							\$6,616.50	
TOTAL							\$6,616.50	

EXHIBIT 6

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Sarmiento v. Caduceus Health (002-209)							
04/19/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Case File from Referral Source	550.00	6:30	3,575.00	3,575.00
04/26/2021	No	Jean Claude Lapuyade	Draft JPA; Circulate; Save new case File/ Sort; File Maintenance	550.00	1:30	825.00	4,400.00
05/03/2021	No	Jean Claude Lapuyade	Draft NOA & File and Serve	550.00	1:30	825.00	5,225.00
05/03/2021	No	Jean Claude Lapuyade	Fact Investigation - TCW Client Re Claims	550.00	0:54	495.00	5,720.00
05/03/2021	No	Tesla Stone	File Maintenance; Create new case file & rename	125.00	2:30	312.50	6,032.50
05/05/2021	No	Tesla Stone	File Maintenance	125.00	0:06	12.50	6,045.00
05/20/2021	No	Jean Claude Lapuyade	Drafted Meet and Confer Email to Counsel Re Mediators	550.00	0:24	220.00	6,265.00
06/09/2021	No	Jean Claude Lapuyade	Case Management - TCW OC Re Claims and Mediation	550.00	0:48	440.00	6,705.00
06/11/2021	No	Jean Claude Lapuyade	Discovery - Drafted SI (Set 2), RFP (Set 2), RFA (Set 1)	550.00	3:54	2,145.00	8,850.00
06/14/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter Re Case Timeline to Client	550.00	1:54	1,045.00	9,895.00
07/01/2021	No	Tesla Stone	File Maintenance	125.00	0:06	12.50	9,907.50
07/19/2021	No	Jean Claude Lapuyade	Discovery - Drafted Data Demand to OC for Mediation	550.00	1:00	550.00	10,457.50
07/23/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from Oc Re Mediation Data Scope	550.00	0:36	330.00	10,787.50
08/10/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Research (Meal, Rest, 226, 2802 and OTC)	550.00	5:12	2,860.00	13,647.50
08/18/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:36	330.00	13,977.50
08/24/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Mediation and Claims	550.00	1:54	1,045.00	15,022.50
08/25/2021	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Claims, Data and Damage Analysis	550.00	1:06	605.00	15,627.50
08/27/2021	No	Jean Claude Lapuyade	Mediation - Drafted Mediation Brief	550.00	6:00	3,300.00	18,927.50
08/30/2021	No	Jean Claude Lapuyade	Discovery - Reviewed and Analyzed Defendant's Mediation Data Production	550.00	4:42	2,585.00	21,512.50
08/30/2021	No	Jean Claude Lapuyade	Mediation - Revised and Edited Mediation Brief	550.00	1:42	935.00	22,447.50
09/02/2021	No	Tesla Stone	File Maintenance	125.00	0:06	12.50	22,460.00
09/02/2021	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Analysis	550.00	0:48	440.00	22,900.00
09/03/2021	No	Tesla Stone	Review Mediation; Circulate; File Maintenance	150.00	1:00	150.00	23,050.00
09/03/2021	No	Jean Claude Lapuyade	Mediation - Reviewed Expert Damage Analysis, Mediation Brief Revisions	550.00	1:48	990.00	24,040.00
09/03/2021	No	Tesla Stone	File Maintenance	125.00	0:06	12.50	24,052.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/06/2021	No	Jean Claude Lapuyade	Mediation- Drafted MOU	550.00	1:48	990.00	25,042.50
09/08/2021	No	Jean Claude Lapuyade	Attended Mediation	550.00	8:18	4,565.00	29,607.50
09/09/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Mediation Status	550.00	0:36	330.00	29,937.50
09/10/2021	No	Jean Claude Lapuyade	Settlement - Drafted Settlement Agreement	550.00	5:30	3,025.00	32,962.50
09/16/2021	No	Tesla Stone	Review MOU; File Maintenance	125.00	0:30	62.50	33,025.00
09/20/2021	No	Jean Claude Lapuyade	Settlement - Drafted, Revise and Edited Settlement Documents, Including Notice Packet	550.00	4:00	2,200.00	35,225.00
09/22/2021	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Settlement	550.00	0:36	330.00	35,555.00
09/23/2021	No	Tesla Stone	File Maintenance; Entity Research	125.00	0:12	25.00	35,580.00
09/23/2021	No	Tesla Stone	Draft CMS, File and Serve	125.00	1:30	187.50	35,767.50
09/23/2021	No	Tesla Stone	File Maintenance	125.00	0:06	12.50	35,780.00
09/24/2021	No	Tesla Stone	File Maintenance	125.00	0:18	37.50	35,817.50
10/01/2021	No	Jean Claude Lapuyade	Settlement- Follow up with opposing counsel regarding Settlement Agreements.	550.00	0:12	110.00	35,927.50
10/14/2021	No	Jean Claude Lapuyade	Drafted Notice of COA	550.00	1:00	550.00	36,477.50
10/14/2021	No	Tesla Stone	Draft COA; File and Serve	125.00	1:30	187.50	36,665.00
10/15/2021	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	36,830.00
10/15/2021	No	Tesla Stone	File Maintenance	125.00	0:06	12.50	36,842.50
10/18/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	36,857.50
10/19/2021	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	37,077.50
10/22/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status and Approval Timeline	550.00	0:48	440.00	37,517.50
11/08/2021	No	Jean Claude Lapuyade	Settlement - Revised Settlement Agreements	550.00	2:12	1,210.00	38,727.50
11/11/2021	No	Jean Claude Lapuyade	Reviewed and Revised Settlement Agreement	550.00	1:30	825.00	39,552.50
11/19/2021	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form and Revisions	550.00	0:24	220.00	39,772.50
11/22/2021	No	Jean Claude Lapuyade	Settlement - TCW OC Re Long Form SAR	550.00	0:30	275.00	40,047.50
12/08/2021	No	Tesla Stone	Obtain W4 Form from Client; File Maintenance	150.00	0:30	75.00	40,122.50
02/17/2022	No	Tesla Stone	Review Indiv/Class SAR; Circulate; File Maintenance	150.00	1:00	150.00	40,272.50
03/17/2022	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Timeline for Approval	550.00	1:48	990.00	41,262.50
03/21/2022	No	Jean Claude Lapuyade	Legal Research MPA Issues	550.00	3:54	2,145.00	43,407.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/24/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Case Status	550.00	0:18	165.00	43,572.50
04/07/2022	No	Jean Claude Lapuyade	Legal Research - MPA Issues	550.00	2:30	1,375.00	44,947.50
04/29/2022	No	Jean Claude Lapuyade	Settlement - Email to/from Admin Companies Re Bids	550.00	0:54	495.00	45,442.50
05/02/2022	No	Jean Claude Lapuyade	Settlement - Drafted Class Notice	550.00	1:48	990.00	46,432.50
05/05/2022	No	Jean Claude Lapuyade	Law & Motion- Drafted MPA Papers	550.00	6:42	3,685.00	50,117.50
05/06/2022	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited MPA	550.00	1:06	605.00	50,722.50
05/09/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	50,887.50
05/10/2022	No	Jean Claude Lapuyade	Email and Phone Call with OC re MPA and Order	550.00	0:30	275.00	51,162.50
05/18/2022	No	Jean Claude Lapuyade	Law and Motion - Revisions to MPA	550.00	1:48	990.00	52,152.50
05/19/2022	No	Jean Claude Lapuyade	Law and Motion - Revisions to MPA	550.00	0:36	330.00	52,482.50
06/24/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status and Timeline	550.00	0:30	275.00	52,757.50
08/05/2022	No	Jean Claude Lapuyade	Settlement - Finalized Long Form Settlement	550.00	1:12	660.00	53,417.50
08/18/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Timeline	550.00	0:24	220.00	53,637.50
09/08/2022	No	Jean Claude Lapuyade	Law and Motion - R&R COurt's Tentative on MPA	550.00	0:06	55.00	53,692.50
09/08/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re MPA	550.00	0:30	275.00	53,967.50
09/09/2022	No	Jean Claude Lapuyade	Law and Motion - Attended MPA	550.00	0:36	330.00	54,297.50
09/13/2022	No	Jean Claude Lapuyade	Late and Motion - R&R COurt's Order Re MPA	550.00	0:30	275.00	54,572.50
09/15/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Class Data and Timeline	550.00	0:48	440.00	55,012.50
09/23/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:12	110.00	55,122.50
10/04/2022	No	Jean Claude Lapuyade	Settlement - emails to/from admin re data	550.00	0:18	165.00	55,287.50
10/20/2022	No	Jean Claude Lapuyade	Settlement - R&R Data for Claims Admin	550.00	3:12	1,760.00	57,047.50
10/27/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:30	275.00	57,322.50
10/27/2022	No	Jean Claude	Settlement - R&R Class Roster from OC	550.00	0:30	275.00	57,597.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
11/03/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Mailing	550.00	0:36	330.00	57,927.50
11/03/2022	No	Jean Claude Lapuyade	Settlement - TCW OC Re Data Discrepancies	550.00	0:30	275.00	58,202.50
11/07/2022	No	Jean Claude Lapuyade	Law and Motion - emails to/from OC Re Hearing Date and Delayed Notice	550.00	0:36	330.00	58,532.50
11/09/2022	No	Jean Claude Lapuyade	Settlement - Email to/from Admin Re Timeline	550.00	0:18	165.00	58,697.50
11/15/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Reviewed and Revised Stip to Continue Hearing	550.00	1:00	550.00	59,247.50
11/15/2022	No	Jean Claude Lapuyade	Law and Motion - Email to/from OC Re Stip to Move Hearing	550.00	0:18	165.00	59,412.50
11/16/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Timeline and Prelim. Calculations	550.00	0:54	495.00	59,907.50
11/17/2022	No	Monnett DeLaTorre	Review redline changes made by OC as to stipulation to continue dates and provide approval.	500.00	0:12	100.00	60,007.50
11/17/2022	No	Sydney Castillo-Johnson	Draft joint stip to continue FA hearing	300.00	1:18	390.00	60,397.50
11/18/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Stip to Continue Per Defense Edits and Emails Re the Same	550.00	0:30	275.00	60,672.50
12/02/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice and New date	550.00	0:30	275.00	60,947.50
12/07/2022	No	Jean Claude Lapuyade	Settlement - Email to/from Admin Re Notice	550.00	0:18	165.00	61,112.50
12/07/2022	No	Jean Claude Lapuyade	Settlement - R&R admin Prelim Calculations	550.00	1:00	550.00	61,662.50
12/07/2022	No	Jean Claude Lapuyade	Settlement - R&R Notice Documents and Emails Re Same	550.00	0:24	220.00	61,882.50
01/12/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Timeline	550.00	0:48	440.00	62,322.50
01/16/2023	No	Jean Claude Lapuyade	Legal Research - Motion for Fees Issues (Cases)	550.00	3:36	1,980.00	64,302.50
01/26/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin RE Report	550.00	0:30	275.00	64,577.50
02/01/2023	No	Jean Claude Lapuyade	Legal Research - Motion for final approval issues (cases and rules of court)	550.00	3:06	1,705.00	66,282.50
02/03/2023	No	Sydney Castillo-Johnson	Law and Motion - Drafted Motion for Final Approval	300.00	5:36	1,680.00	67,962.50
02/06/2023	No	Sydney Castillo-Johnson	Law and Motion - Drafted Motion for Final Approval and Fees	300.00	2:06	630.00	68,592.50
02/07/2023	No	Jean Claude	Law and Motion - Revised and Edited Motion for	550.00	2:54	1,595.00	70,187.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	Final Approval and Fees				
02/08/2023	No	Sydney Castillo- Johnson	Request admin declaration for final approval	300.00	0:06	30.00	70,217.50
Total for Sarmiento v. Caduceus Health (002-209)					139:12	\$70,217.50	

EXHIBIT 7

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Coast Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);