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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SANDEEP PUREWAL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ACC SENIOR SERVICES, an unknown
business entity; ASIAN COMMUNITY
CENTER OF SACRAMENTO VALLEY,
INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2020-00285518-CU-OE-GDS

Honorable Jill H. Talley
Department 23

CLASS ACTION

**DECLARATION OF RYAN SLINGER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Sandeep
Purewal); and [Proposed] Order filed
concurrently herewith]

Date: July 19, 2024
Time: 9:00 a.m.
Department: 23

Complaint Filed: September 22, 2020
FAC Filed: November 20, 2020
Trial Date: None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Sandeep Purewal (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers *for* Justice,

1 PC, he has almost exclusively focused on the prosecution of consumer and employment class
2 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
3 consumer fraud. Together with other attorneys at the firm, and in many cases in conjunction with
4 co-counsel, he has successfully litigated cases involving the executive, administrative, and other
5 overtime exemptions to the State of California and federal overtime compensation requirements.
6 Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by
7 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
8 1,000 class action or representative action cases.

9 4. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
10 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
11 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
12 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
13 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
14 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
15 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
16 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
17 of the State of California and all United States District Courts in the State of California. He has
18 worked on many wage-and-hour class action and representative action cases, taking the lead in
19 taking and defending depositions, arguing motions, and attending mediations. He has played an
20 integral role in preparing matters for class certification, including and not limited to, successful
21 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
22 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
23 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
24 RG13680477). He has worked on over one hundred (100) class action or representative action
25 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
26 herein.

27 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
28 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of

Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, drafting and finalizing settlement agreements.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers for Justice, PC ("LFJ") has achieved on behalf of its clients:

1 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a major property management company involving allegations
3 of misclassification of various “manager” positions. On September 20, 2010, the court granted
4 final approval of the class action settlement. The Los Angeles County Superior Court Case
5 Number is BC400414.

6 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer of household items involving allegations of
8 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court Case
10 Number is BC413498.

11 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national property management company involving
13 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
14 granted final approval of the class action settlement. The Los Angeles County Superior Court Case
15 Number is BC430918.

16 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer involving allegations of misclassification of
18 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
19 certification. On August 26, 2013, the court granted final approval of the class action settlement.
20 The Los Angeles County Superior Court Case Number is BC424012.

21 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a bank, involving allegations of
23 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
24 granted final approval of the class and PAGA representative action settlement. The Kern County
25 Superior Court Case Number is S-1500-CV-273194-LHB.

26 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national wholesale distributor of
28 plumbing and builder supplies, involving allegations of misclassification of multiple salaried

1 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
2 representative action settlement. The Sacramento County Superior Court Case Number is 34-
3 2012-00136285.

4 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class action against a multinational corporation that provides global workplace
6 solutions, involving allegations of misclassification of the “Operations Manager” position. On
7 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
8 County Superior Court Case Number is BC478769.

9 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a national retailer of household
11 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
12 final approval of the class and PAGA representative action settlement. The San Francisco County
13 Superior Court Case Number is CGC-13-532344.

14 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action involving allegations of misclassification of
16 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
17 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
18 the class and PAGA representative action settlement. The Los Angeles County Superior Court
19 Case Number is BC474784.

20 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a national retailer of upscale
22 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
23 granted final approval of the class and PAGA representative action settlement. The Los Angeles
24 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
25 Coordination Proceeding Number is 4794.

26 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
28

1 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
2 settlement. The Los Angeles County Superior Court Case Number is BC488069.

3 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
5 involving allegations of misclassification of the “Department Manager” position. On August 12,
6 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
7 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
8 County Superior Court Case Number is RG13680477.

9 m) LFJ represented the plaintiff in a PAGA representative action against a real
10 estate and property management company, on behalf of non-exempt employees. On November 4,
11 2016, the court granted approval of the PAGA representative action settlement. The Orange
12 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

13 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
15 exempt employees. On November 18, 2016, the court granted final approval of the class and
16 PAGA representative action settlement. The San Francisco County Superior Court Case Number
17 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

18 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a foodservice distributor, on behalf of non-exempt employees. On
20 January 26, 2017, the court granted final approval of the class and PAGA representative action
21 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

22 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
23 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
24 employer’s motion to compel arbitration, which resulted in a published opinion by the California
25 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
26 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
27 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
28 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

1 w) LFJ firm represented the plaintiff in a PAGA representative action, against
2 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
3 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
4 Los Angeles County Superior Court Case Number is BC569664.

5 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC577233.

10 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
12 employees. On December 11, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC569646.

15 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a property management company
17 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
18 approval of the class and PAGA representative action settlement. The Los Angeles County
19 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
20 Number is 4819.

21 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a global provider of flexible office
23 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC498401.

26 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
28

1 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
2 County Superior Court Case Number is VCU264528.

3 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a behavioral health service provider on behalf of non-exempt
5 employees. On November 13, 2018, the court granted final approval of the class and PAGA
6 representative action settlement. The Alameda County Superior Court Case Number is
7 RG16811450.

8 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 PAGA representative action against a global provider of products and services to the energy
10 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
11 granted approval of the PAGA representative action settlement. The Kern County Superior Court
12 Case Number is S-1500-CV-280215-SDC.

13 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
14 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
15 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
16 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
17 Council Coordination Proceeding Number is 4886.

18 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
19 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
20 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
21 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
22 Judicial Council Coordination Proceeding Number is 4921.

23 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a national retailer of apparel and
25 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
26 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
27 court granted final approval of the class and PAGA representative action settlement. The
28 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

1 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class and PAGA representative action against a medical equipment supplier on
3 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
4 for class certification and certified a class. The San Bernardino County Superior Court Case
5 Number is CIVDS1505744.

6 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
7 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
8 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
9 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
10 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
11 of the PAGA representative action settlement. The San Diego County Superior Court Case
12 Number is 34-2015-00175330.

13 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a large national drug testing
15 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
16 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
17 granted final approval of the class and PAGA representative action settlement. The San Diego
18 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

19 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
21 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
22 court granted in part the plaintiff's motion for class certification and certified a class. The
23 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
24 Judicial Council Coordination Proceeding Number is 4930.

25 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On August 27, 2021, the court granted final approval

1 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
2 00025968-CU-OE-CTL.

3 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
8 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
9 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
10 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
11 Los Angeles County Superior Court Case Number is BC707670.

12 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

13 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
14 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by
15 and between Plaintiff, on the one hand, and Defendants ACC Senior Services and Asian
16 Community Center of Sacramento Valley, Inc. (together, "Defendants"), on the other hand
17 (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of
18 Class and Representative Action and Proposed Settlement ("Class Notice"), which is attached to
19 the Settlement Agreement as "**Exhibit A**" and respectfully request that the Court approve it as
20 well.

21 9. Based on information provided by Defendants, as of February 22, 2024, the Class is
22 estimated to consist of approximately one thousand sixty-one (1,061) individuals.

23 10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
24 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
25 the State of California, and PAGA Employees recover over a reasonably short period of time as
26 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result
27 that compares favorably with other complex wage-and-hour class and/or representative action
28 settlements of similar type given the strengths and weaknesses of the case; and (3) significant

1 savings in attorneys' fees and/or costs that would have only increased significantly had the case
2 progressed through certification, trial, and/or appeals.

3 11. On September 15, 2020, Plaintiff provided formal notice to the California Labor and
4 Workforce Development Agency ("LWDA") by online submission and to Defendants by Certified
5 Mail, of the specific provisions of the California Labor Code that Defendants are alleged to have
6 violated. A true and correct copy of the notice is attached hereto as "**EXHIBIT 2.**"

7 12. Class Counsel litigated the case for over one (1) year and was actively preparing the
8 matter for class certification and trial prior to reaching a settlement. The Parties engaged in
9 extensive settlement negotiations and participated in a formal, full-day mediation conducted by
10 Hon. Raul A. Ramirez (Ret.) (the "Mediator"), a well-respected mediator experienced in mediating
11 complex labor and employment matters. With the aid of the mediator's evaluations, the Parties
12 agreed on monetary terms and some key elements of the Settlement described herein, however,
13 the case was not resolved entirely at mediation. The terms of the Settlement Agreement were not
14 formally agreed to until January 2024, after substantial continued efforts. In the course of
15 mediation and settlement discussions, counsel for the Parties exchanged extensive information and
16 engaged in discussions regarding their evaluations of the case and various aspects of the case,
17 including but not limited to, Defendants' financial condition, the risks and delays of further
18 litigation, the risks to the Parties of proceeding with class certification and/or representative
19 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
20 actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed,
21 and the possibility of appeals, among other things. During all settlement discussions, both sides
22 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
23 that was acceptable to both sides was not easy. Defendants and their counsel felt strongly about
24 their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed
25 that they would be able to obtain class certification and prevail at trial. After conducting extensive
26 investigations, formal and informal discovery, exchange of information, and settlement
27 negotiations, and with the aid of the Mediator's evaluation, the Parties have agreed that the matter
28 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well

1 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
2 reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class
3 Members and of the Released PAGA Claims of the State of California and PAGA Employees,
4 against the Released Parties.

5 13. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
6 and scope of the claims, and was preparing for class certification and trial. Class Counsel
7 conducted significant investigation and formal and informal discovery regarding the facts of the
8 case, including and not limited to, the exchange, review, and analysis of a large volume of
9 documents and data obtained from Defendants, Plaintiff, and other sources. Lawyers *for* Justice,
10 PC propounded multiple sets of written discovery requests on Defendants (specifically, Special
11 Interrogatories (Set One), Special Interrogatories (Set Two) and Form Interrogatories (Set One))
12 and reviewed Defendants' responses thereto. The documents and data that Class Counsel reviewed
13 and analyzed included and was not limited to: Plaintiff's employment records, a random sampling
14 of Class Members' time data and wage records, and Defendants' operations and employment
15 practices, forms, procedures, acknowledgements and policies (including, and not limited to,
16 acknowledgements of the ACC Compliance Program, receipt of MPN Information, Harassment
17 Prevention Policy, Receipt of Job Description and the Employee Handbook), among other
18 information and documents. Class Counsel interviewed Plaintiff and conducted investigations to
19 gather information regarding the facts and circumstances surrounding Plaintiff's and class
20 members' employment and to identify potential witnesses. Counsel for the Parties also met and
21 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
22 the production of documents and data prior to the mediation. Class Counsel also drafted pleadings
23 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement
24 negotiations, among other tasks.

25 14. Counsel for the Parties have also invested time researching and investigating the
26 applicable law, which is often evolving as it relates to certification, representative PAGA claims,
27 off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims
28 and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class

Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

15. The Settlement provides for a Total Settlement Amount of Two Million Three Hundred Thousand Dollars and Zero Cents (\$2,300,000.00). The Net Settlement Amount is the Total Settlement Amount, less the following payments in the amounts approved by the Court: Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently estimated to be One Million Forty-Five Thousand Dollars and Zero Cents (\$1,045,000.00). Additionally, 75% of the PAGA Amount (i.e., the LWDA Payment), which is \$300,000.00 out of \$400,000.00, will be distributed to the LWDA and 25% of the PAGA Amount which is \$100,000.00 out of \$400,000.00, will be distributed to PAGA Employees (i.e., Individual PAGA Payment"). The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the terms of the Settlement, and there is no reversion to Defendant.

16. The Parties have agreed to retain Phoenix Settlement Administrators ("Settlement Administrator" or "Phoenix") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendants will provide the Class List to the Settlement Administrator, which shall include each Class Member's full name, last-known mailing address, Social Security number, start and end dates of employment by Defendants within the State of California during the Class Period and such other information as will be necessary for the Settlement Administrator to determine Workweeks and PAGA Workweeks. The Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and estimated share of the PAGA Amount allocated to PAGA Employees ("Individual PAGA Payment"). The Settlement Administrator will also receive Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks and/or PAGA Workweeks; provide necessary reports and declarations; post information of interest to Class

Members; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing payments to Settlement Class Members and PAGA Employees; and perform any other usual and customary duties for administering a class action settlement. Settlement Administrator Costs are currently estimated not to exceed Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00) and will be paid out of the Total Settlement Amount, subject to approval of the Court.

17. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff and the class members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that she and class members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff and class members were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that she and class members were not paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across Defendants' hourly-paid or non-exempt employees in California during the relevant time period.

18. Class Counsel is aware of the defenses and position of Defendants but believes that Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel has also

1 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
2 and delays inherent in such litigation, including those involved in class certification and/or
3 representative adjudication. Class Counsel further recognizes the burdens of proof necessary to
4 establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the difficulties
5 in establishing entitlement to monetary recovery. Class Counsel has also considered the settlement
6 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
7 complex labor and employment matters.

8 19. Defendants, on the other hand, denied and continue to deny any liability and
9 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
10 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
11 the Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides have
12 also had the opportunity to conduct investigations and gather documents and information relating
13 to Plaintiff's and Class Members' employment with Defendants, and Defendants' operations and
14 employment policies, practices, and procedures. Class Counsel also reviewed and analyzed a large
15 volume of documents and data, including but not limited to a detailed sampling of Class Members'
16 time and pay information, to determine the potential value and strength of the claims. The available
17 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
18 violation, damages, and penalties analyses and models. Accordingly, counsel for the Parties have
19 conducted adequate investigation and discovery to be sufficiently informed of the nature and
20 extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for
21 its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
22 weaknesses of each side's position and the uncertainty of how the case might have concluded at
23 certification, trial, and/or appeals.

24 20. The Settlement Agreement provides for Class Counsel to apply for Attorneys' Fees
25 and Costs in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
26 (i.e., \$805,000.00, if the Total Settlement Amount remains \$2,300,000.00) and reimbursement of
27 expenses and costs in an amount not to exceed Eighteen Thousand Dollars and Zero Cents
28 (\$18,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the

1 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
2 will not receive any compensation until recovery is obtained.

3 21. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and
4 Zero Cents (\$10,000.00) to Plaintiff as an Enhancement Payment, to be paid out of the Total
5 Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort
6 to produce relevant documents and past employment records and to provide the facts and evidence
7 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
8 needed Plaintiff, and actively tried to obtain and provide information that would facilitate the
9 pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive
10 an Enhancement Payment, in addition to an Individual Settlement Payment and Individual PAGA
11 Payment, for services performed in the matter on behalf of the Class, State of California, and
12 PAGA Employees.

13 **FEE SPLIT ARRANGEMENT**

14 22. Lawyers for Justice, PC has not entered into a fee splitting agreement or arrangement
15 with any other counsel.

16 **RELATION TO PROPOSED *CY PRES* RECIPIENT**

17 23. I made reasonable inquiry of Plaintiff and other members at Lawyers for Justice, PC
18 and to the best of my knowledge, neither I, Plaintiff, nor other members at Lawyers for Justice,
19 PC, have any relationship with the proposed *cy pres* recipient South Sacramento Interfaith
20 Partnership, a nonprofit organization or foundation consistent with Code of Civil Procedure
21 Section 384, subd. (b) (the “Cy Pres Recipient”).

22 24. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
23 in the best interests of Plaintiff, the Class, PAGA Employees, and the State of California. Class
24 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
25 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
26 litigation, and the costs and risks associated with class certification, representative adjudication,
27 trial, and/or appeals.

28 I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct.

Executed on this 21st day of May 2024, at Glendale, California.



Ryan Slinger

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Sandeep Purewal (“Plaintiff”
4 or “Class Representative”), individually, on behalf of all others similarly situated and on behalf of the
5 State of California with respect to aggrieved employees, and Defendants ACC Senior Services and Asian
6 Community Center of Sacramento Valley, Inc. (together, “Defendants”) (collectively with Plaintiff, the
7 “Parties”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
9 herein), the State of California as to the employment of PAGA Employees (as defined herein), and on
10 Defendants, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On September 15, 2020, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency by online submission and to Defendants by Certified Mail, of the specific provisions
14 of the California Labor Code that Defendants allegedly violated (“PAGA Letter”). On September 22,
15 2020, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action
16 entitled *Sandeep Purewal v. ACC Senior Services, et al.* in the Superior Court of California for the County
17 of Sacramento, Case No. 34-2020-00285518 (“Action”) against Defendants. On November 20, 2020,
18 Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private
19 Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). The Operative
20 Complaint alleges eleven (11) causes of action for violations of the California Labor Code on behalf of
21 all current and former hourly-paid or non-exempt employees of Defendants within the State of California
22 at any time since September 22, 2016, for failure to pay overtime wages, failure to provide compliant meal
23 periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium
24 payments in lieu thereof, failure to pay minimum wages, failure to pay reporting time pay, failure to timely
25 pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant
26 wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse
27 necessary business expenses, for violations of California Business & Professions Code Section 17200, *et*
28 *seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the

1 Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”)
2 based on the aforementioned California Labor Code violations.

3 2. Defendants deny all material allegations set forth in the Action and have asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendants desire to fully and finally settle the Action, Released Class Claims, and Released PAGA
6 Claims.

7 3. Class Counsel in the Action diligently investigated the class and PAGA claims against
8 Defendants, including any and all applicable defenses and the applicable law. The investigation
9 included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies
10 and practices.

11 4. On September 29, 2021, the Parties participated in mediation with the Hon. Raul A.
12 Ramirez (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the
13 assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein.
14 The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an
15 informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs,
16 risks associated with continued litigation, and other relevant circumstances and risks (including, *inter*
17 *alia*, Defendant’s financial condition). Based on the documents produced, as well as Class Counsel’s
18 own independent investigation and evaluation, Class Counsel believes that the settlement with
19 Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair,
20 reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA
21 Employees in light of all known facts and circumstances, including the risk of significant delay and
22 uncertainty associated with litigation and various defenses asserted by Defendants.

23 5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
24 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
25 of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved,
26 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

27 **DEFINITIONS**

28 6. The following definitions are applicable to this Settlement Agreement. Definitions

1 contained elsewhere in this Settlement Agreement will also be effective:

2 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
3 Class Counsel's litigation and resolution of the Action and all actual costs incurred and to be incurred
4 by Class Counsel in the Action, as set forth in Paragraph 10 below.

5 b. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, and Annabel Blanchard
6 of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

7 c. "Class List" means a complete list of all Class Members that Defendants will
8 diligently and in good faith compile from their records and provide to the Settlement Administrator. The
9 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
10 Class Member's full name, last known mailing address, Social Security number, start and end dates of
11 employment by Defendants within the State of California during the Class Period, and such other
12 information as is necessary for the Settlement Administrator to calculate Workweeks (as defined below)
13 and PAGA Workweeks (as defined below).

14 d. "Class Member(s)" or "Class" mean all current and former hourly-paid or non-
15 exempt employees who were employed by Defendants within the State of California at any time during
16 the Class Period. Defendants represent that the number of Class Members is approximately 629 as of
17 September 2021.

18 e. "Class Notice" means the Notice of Class Action Settlement, substantially in the
19 form attached as "**Exhibit A.**"

20 f. "Class Period" means the time period from November 22, 2016 through the date
21 the Court grants Preliminary Approval.

22 g. "Class Representative" or "Plaintiff" means Sandeep Purewal.

23 h. "Class Settlement" means the settlement and resolution of all Released Class
24 Claims.

25 i. "Court" means the Superior Court of the State of California for the County of
26 Sacramento.

27 j. "Defendants" means ACC Senior Services and Asian Community Center of
28 Sacramento Valley, Inc.

1 k. “Defendants’ Counsel” means Stephen W. Robertson of Martenson, Hasbrouck
2 & Simon LLP.

3 l. “Effective Date” means the date when all of the following events have occurred:
4 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel;
5 (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to
6 the Class Members, providing them with an opportunity to object to the terms of the Class Settlement
7 or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final
8 Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final
9 Approval Order and Judgment; and (6) in the event there are objections to the Class Settlement filed
10 prior to or presented orally at the Final Approval Hearing, which are not later withdrawn or denied, the
11 later of the following events: five business days after the period for filing any appeal, writ, or other
12 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any
13 appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate
14 proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days
15 after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and
16 conclusively dismissed with no right to pursue further remedies or relief.

17 m. “Employer Taxes” means the employer’s share of taxes and contributions in
18 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
19 in addition to the Total Settlement Amount.

20 n. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition
21 of her effort and work in prosecuting the Action on behalf of the Class Members and PAGA Employees,
22 as set forth in Paragraph 11 below.

23 o. “Final Approval” means the determination by the Court that the Settlement is
24 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

25 p. “Final Approval Hearing” means the hearing at which the Court will consider and
26 determine whether the Settlement should be granted Final Approval.

27 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
28 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated

in accordance with Paragraph 15.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 25 below.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 14.

t. “LWDA Payment” means the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 13.

u. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

v. “Notice of Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “PAGA Amount” means the allocation of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$300,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%) or, \$100,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

1 x. “PAGA Employees” means all Class Members employed by Defendants within
2 the State of California at any time during the PAGA Period.

3 y. “PAGA Employee Amount” means the amount of One Hundred Thousand
4 Dollars (\$100,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*
5 *rata* basis based on their PAGA Workweeks.

6 z. “PAGA Letter” means the letter dated September 15, 2020 providing notice to
7 Defendants and the LWDA of the California Labor Code violations that Plaintiff alleges Defendants
8 have committed.

9 aa. “PAGA Period” means the time period from September 15, 2019 through the date
10 the Court grants Preliminary Approval.

11 bb. “PAGA Settlement” means the settlement and resolution of Released PAGA
12 Claims.

13 cc. “PAGA Workweeks” means the number of Workweeks each PAGA Employee
14 was employed by Defendants during the PAGA Period.

15 dd. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either
16 Plaintiff or Defendants.

17 ee. “Preliminary Approval” means entry of the Court order granting preliminary
18 approval of the Settlement Agreement.

19 ff. “Released Class Claims” means any and all claims, debts, liabilities, demands,
20 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
21 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
22 arising during the Class Period, under any federal, state or local law, and shall specifically include
23 claims for Defendants’ alleged failure to pay overtime and minimum wages, pay reporting time pay,
24 provide compliant meal and rest periods and associated premium payments, timely pay wages during
25 employment and upon termination, provide compliant wage statements, maintain complete and accurate
26 payroll records, reimburse necessary business-related expenses, and provide requisite notice(s) and
27 information regarding materials terms of employment at the time of hiring and during employment,
28 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174(d),

1 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders,
2 including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 9-2001, and all claims for attorneys' fees
3 and costs and statutory interest in connection therewith, California Business and Professions Code
4 sections 17200, *et seq.* based on the aforementioned, and any other claims, including claims for statutory
5 penalties, pertaining to the Class Members.

6 gg. "Released PAGA Claims" means any and all claims arising from any of the
7 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
8 for civil penalties under the Private Attorneys General Act of 2004, codified in California Labor Code
9 § 2698, *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendants' alleged
10 failure to pay overtime and minimum wages, pay reporting time pay, provide compliant meal and rest
11 periods and associated premium payments, timely pay wages during employment and upon termination,
12 provide compliant wage statements, maintain complete and accurate payroll records, reimburse
13 necessary business-related expenses, and provide requisite notice(s) and information regarding
14 materials terms of employment at the time of hiring and during employment, in violation of California
15 Labor Code §§ §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1,
16 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage
17 Orders 2-2001, 4-2001, 5-2001, and 9-2001.

18 hh. "Released Parties" means Defendants and their respective owners, agents,
19 attorneys, insurers, past, present, and future companies, divisions, affiliates, DBAs (if any), predecessors,
20 successors, shareholders, officers, directors, managers, management employees, trustees, representatives,
21 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or
22 any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

23 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating
24 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
25 of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits
26 of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class
27 Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the
28 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1 jj. “Response Deadline” means the deadline by which Class Members must submit a
2 Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is
3 sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
4 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
5 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
6 extended by express agreement between Class Counsel and Defendants’ Counsel. Under no
7 circumstances, however, will the Settlement Administrator have the authority to extend the Response
8 Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for
9 that Class Member shall be the extended by fifteen (15) calendar days from the original Response
10 Deadline.

11 kk. “Settlement Administrator” means Phoenix Settlement Administrators, or any
12 other third-party class action settlement administrator agreed to by the Parties and approved by the Court
13 for purposes of administering this Settlement. The Parties and their counsel each represent that they do
14 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the
15 Settlement Administrator that could create a conflict of interest.

16 ll. “Settlement Administration Costs” means the costs payable from the Total
17 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
18 Settlement, as set forth in Paragraph 12 below.

19 mm. “Settlement Class Members” means all Class Members who do not submit a timely
20 and valid Request for Exclusion.

21 nn. “Total Settlement Amount” means the amount of Two Million Three Hundred
22 Thousand Dollars and Zero Cents (\$2,300,000.00) to be paid by Defendants in full resolution of the
23 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
24 Costs, Enhancement Payment, PAGA Amount to be paid to the LWDA and PAGA Employees, Net
25 Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs.
26 Defendants shall pay the Employer Taxes separately and in addition to the Total Settlement Amount.

27 oo. “Workweeks” means the number of weeks each Class Member was employed by
28 Defendants as an hourly-paid or non-exempt employee in California during the Class Period, which will

1 be calculated by the Settlement Administrator by determining the number of days between each Class
2 Member's first day of employment as an hourly-paid, non-exempt employee within the State of
3 California within the Class Period and their last day of employment as an hourly-paid, non-exempt
4 employee within the State of California within the Class Period, and dividing by seven (7). The number
5 of Workweeks for each Class Member will be rounded up to the next whole number and each Class
6 Member will be credited with at least one (1) Workweek.

7 pp. "Workweeks Dispute" means a Class Member's dispute of the number of
8 Workweeks or PAGA Workweeks which they have been credited with. In order to dispute Workweeks
9 and/or PAGA Workweeks, a Class Member must submit a written letter to the Settlement Administrator
10 that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address,
11 telephone number, and the last four (4) digits of the Social Security number of the disputing Class
12 Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA
13 Workweeks credited to him or her and what he or she contends is the correct number to be credited to
14 him or her; (d) includes information and/or attaches documentation demonstrating that the number of
15 Workweeks and/or PAGA Workweeks that he or she contends should be credited to him or her are
16 correct; and (e) is submitted by mail to the Settlement Administrator at the specified address, postmarked
17 on or before the Response Deadline.

18 **CLASS CERTIFICATION**

19 7. For the purposes of this settlement only, the Parties stipulate to the certification of the
20 Class.

21 8. The Parties agree that certification for the purpose of settlement is not an admission that
22 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
23 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part
24 of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be
25 admissible in connection with, the issue of whether or not certification would be inappropriate in a non-
26 settlement context.

27 **TERMS OF AGREEMENT**

28 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set

1 forth herein, the Parties agree, subject to the Court’s approval, as follows:

2 9. Funding and Disbursement of the Total Settlement Amount.

3 a. Establishing the Qualified Settlement Account. After Preliminary Approval, and
4 prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with an
5 accounting estimate of the contemplated amounts to be paid by Defendants pursuant to the terms of the
6 Settlement and establish a qualified settlement account for administration of the Settlement.

7 b. Funding the Total Settlement Amount.

8 i. Within ninety (90) calendar days after Final Approval, Defendants will make
9 a deposit of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00),
10 into the qualified settlement account established by the Settlement
11 Administrator (“First Installment”).

12 ii. One (1) year after the funding of the First Installment, Defendants will make
13 a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e.,
14 \$450,000.00), into the qualified settlement account established by the
15 Settlement Administrator (“Second Installment”).

16 iii. One (1) year after the funding of the Second Installment, Defendants will
17 make a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e.,
18 \$450,000.00) , plus an amount sufficient to pay Employer Taxes, into the
19 qualified settlement account established by the Settlement Administrator
20 (“Third Installment”).

21 iv. One (1) year after the funding of the Third Installment, Defendants will make
22 a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e.,
23 \$450,000.00), into the qualified settlement account established by the
24 Settlement Administrator (“Fourth Installment”).

25 v. One (1) year after the funding of the Fourth Installment, Defendants will make
26 a deposit of Four Hundred Fifty Thousand Dollars and Zero Cents (i.e.,
27 \$450,000.00), into the qualified settlement account established by the
28 Settlement Administrator (“Fifth Installment”).

vi. To the extent that any payment due date set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

vii. The Settlement Administrator shall provide Defendants' Counsel with electronic transfer instructions for Defendants to tender payment to the Settlement Administrator as described in this Agreement, as soon as possible after the qualified settlement account has been established. The deadlines for Defendants' payment of the Total Settlement Amount are contingent upon receipt of the payment instructions. Defendants expressly agree to follow the Settlement Administrator's payment instructions. The Parties agree that the deadlines for Defendants' payment obligations with respect to each installment payment made under this Agreement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendants. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

c. Defendants' Right to Cure.

i. If Defendants fail to timely make an installment payment as set forth in this Agreement, Defendants shall have fourteen (14) calendar days from the last day the payment is due to cure the untimely installment payment. Defendants shall make any payment under this provision pursuant to the Settlement Administrator's electronic transfer instructions.

ii. The Parties expressly agree that the Defendants' payment obligations with respect to any cure shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions.

d. Disbursement of Total Settlement Amount.

i. Within seven (7) calendar days of the funding of the First Installment, the

1 Settlement Administrator will distribute the LWDA Payment to the LWDA,
2 the Enhancement Payment to Plaintiff, and the first half (50%) of the
3 Settlement Administration Costs to itself. Any funds remaining after this
4 distribution shall be retained in the account established by the Settlement
5 Administrator.

6 ii. Within seven (7) calendar days of the funding of the Second Installment, the
7 Settlement Administrator will issue checks for the first half of the Individual
8 Settlement Payments to Settlement Class Members. The Settlement
9 Administrator shall also set aside the Employer Taxes on these payments, and
10 all employee-side payroll taxes, contributions, and withholdings, and timely
11 forward these to the appropriate government authorities. Any funds
12 remaining after this distribution shall be retained in the account established
13 by the Settlement Administrator.

14 iii. Within seven (7) calendar days of funding of the Third Installment, the
15 Settlement Administrator shall issue checks for the second half of the
16 Individual Settlement Payments to Settlement Class Members. The
17 Settlement Administrator shall also set aside the Employer Taxes on these
18 payments, and all employee-side payroll taxes, contributions, and
19 withholdings, and timely forward these to the appropriate government
20 authorities. Any funds remaining after this distribution shall be retained in
21 the account established by the Settlement Administrator.

22 iv. Within seven (7) calendar days of the funding of the Fourth Installment, the
23 Settlement Administrator shall issue checks for the Individual PAGA
24 Payments to PAGA Employees, distribute the second half of the Settlement
25 Administration Costs to itself, and distribute the Court-approved Litigation
26 Costs to Class Counsel. Any funds remaining after this distribution shall be
27 retained in the account established by the Settlement Administrator.

28 v. Within seven (7) days of the funding of the Fifth Installment, the Settlement

1 Administrator shall distribute Court-Approved Attorneys' Fees to Class
2 Counsel.

3 10. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose
4 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$805,000.00 if
5 the Total Settlement Amount is \$2,300,000.00) and reimbursement of actual costs and expenses
6 associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed
7 Eighteen Thousand Dollars and Zero Cents (\$18,000.00), both of which will be paid from the Total
8 Settlement Amount subject to Court approval. These amounts will cover any and all work performed
9 and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including
10 without limitation all work performed and costs incurred to date, and all work to be performed and all
11 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,
12 including any objections raised and any appeals necessitated by those objections. Class Counsel shall
13 be solely and legally responsible for correctly characterizing this compensation for tax purposes and for
14 paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class
15 Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and
16 bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for
17 doing so shall be paid separately by Class Counsel and shall not be included within the Settlement
18 Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall
19 be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling
20 on the request for Attorneys' Fees and Costs shall not affect the enforceability of this Agreement or the
21 terms contained herein.

22 11. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the
23 Action, Defendants agree not to oppose or impede any application or motion for an Enhancement
24 Payment in an amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The Enhancement
25 Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in
26 addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA
27 Payment as a PAGA Employee. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff
28 for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly

1 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
2 Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for taxes,
3 penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the
4 Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference
5 between the lesser amount approved by the Court and the amount allocated toward the Enhancement
6 Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The
7 Court's ruling on the request for the Enhancement Payment shall not affect the enforceability of this
8 Agreement or the terms contained herein.

9 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
10 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
11 which is currently estimated not to exceed Twenty Two Thousand Dollars and Zero Cents (\$22,000.00).
12 These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will
13 include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class
14 Notices and other documents for the Settlement, calculating and distributing payments due under the
15 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
16 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
17 forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement
18 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
19 deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the
20 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to
21 fulfill payment to the Settlement Administrator to undertake the requirement settlement administration
22 duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

23 13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
24 Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) from the Total Settlement Amount will
25 be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section
26 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$300,000.00, will be
27 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$100,000.00, will be
28 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA

Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Workweeks as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class

Period).

17. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

18. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, after the initial mailing of the Class Notice, the Settlement Administrator will perform a single search for an alternate address by way of skip-trace and perform a single re-mailing of the Class Notice within five (5) calendar days.

19. Workweeks Disputes. Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Workweeks which have been credited to them, as reflected in their respective Class Notices. In order to dispute Workweeks and/or PAGA Workweeks, a Class Member must submit a written Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-

1 appealable.

2 20. Settlement Checks. The Settlement Administrator will be responsible for undertaking
3 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
4 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
5 PAGA Employees in accordance with the Settlement Agreement. Each Individual Settlement Payment
6 and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
7 calendar days from the date the checks are issued, and thereafter, shall be cancelled. In recognition that
8 South Sacramento Interfaith Partnership is a non-profit organization providing charitable and other
9 services to the public, pursuant to California Code of Civil Procedure Section 384, all funds remaining
10 in the settlement account, associated with such canceled checks will be transmitted to South Sacramento
11 Interfaith Partnership. South Sacramento Interfaith Partnership shall hold said funds for one hundred
12 and eighty (180) calendar days to pay the Settlement Class Members and/or PAGA Employees whose
13 checks were cancelled should they come forward to request payment from South Sacramento Interfaith
14 Partnership, thereafter, the funds will become a *cy pres* award to South Sacramento Interfaith
15 Partnership. Should the Court reject South Sacramento Interfaith Partnership as a viable *cy pres*
16 recipient, the Parties agree to select California Rural Legal Assistance, Inc. as an alternative *cy pres*
17 recipient. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
18 reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the
19 cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement
20 Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound
21 by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled
22 shall, nevertheless, be bound by the PAGA Settlement.

23 21. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
24 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
25 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
26 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
27 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
28 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are

submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims and any judgment with respect thereto, that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

22. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by the Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

23. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks and/or PAGA Workweeks; (b) the number of Class Members who have submitted Requests for Exclusion or Notices

1 of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the
2 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
3 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
4 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
5 Settlement or regarding a dispute of Workweeks and/or PAGA Workweeks.

6 24. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the
8 Court and counsel for all Parties.

9 25. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
10 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
11 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
12 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
13 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
14 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
15 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
16 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
17 withholdings). The Employer Taxes will be paid separately and in addition to the Total Settlement
18 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
19 and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

20 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
21 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
22 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
23 this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the
24 Employer Taxes, advising Defendants' Counsel of the total amount owed for Employer Taxes, and
25 forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

26 27. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
27 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
28 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement

Class Members, and PAGA Employees understand and agree that, except for Defendants' payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT 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 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant

1 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
3 of action or right herein released and discharged.

4 30. Class Settlement Release. Upon the Effective Date and full funding of the Fifth
5 Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion
6 (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled,
7 compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

8 31. PAGA Settlement Release. Upon the Effective Date and full funding of the Fifth
9 Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA
10 Employees will be deemed to have fully, finally, and forever released, settled, compromised,
11 relinquished, and discharged the Released Parties of all Released PAGA Claims.

12 32. General Release by Plaintiff Only. In addition to the releases made in Paragraphs 30 and
13 31, Plaintiff makes the additional following general release of all claims, known or unknown. Plaintiff
14 releases the Released Parties from all claims, demands, rights, liabilities, and causes of action of every
15 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
16 whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of,
17 relating to, or in connection with Plaintiff's relationship with Defendants as well as any and all acts or
18 omissions by or on the part of Defendants, excluding only claims that, by law, may not be privately
19 released. (The release set forth in this Paragraph 32 shall be referred to hereinafter as the "General
20 Release.") With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
21 Date and full funding of the Fifth Installment, Plaintiff shall be deemed to have expressly waived and
22 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542
23 of the California Civil Code, or any other similar provision under federal or state law, which provides:

24
25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the preliminary approval motion before filing it with the Court. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;

(d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. Unless otherwise ordered by the Court, the Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

35. Information Regarding Defendants' Financial Circumstances. To support and/or otherwise implement the Settlement, Defendants' Chief Financial Officer shall provide documentation and/or a declaration regarding its financial condition to demonstrate that, due to Defendants' financial circumstances, it is unable to fund a higher Total Settlement Amount and is unable to fund the Total Settlement Amount without the installment plan contained in Paragraph 9.b.

36. Defendants' Right to Withdraw.

a. If the number of timely and valid Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendants may mutually elect to (i.e., both Defendants elect), but are not obligated to, withdraw from the Settlement.

37. Effects of Withdrawal from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants

1 will remain responsible for paying all Settlement Administration Costs incurred to that point.
2 Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven
3 (7) days after the Administrator sends the final list of Requests for Exclusion to Defendants' Counsel;
4 late elections will have no effect.

5 38. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
6 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
7 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
8 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
9 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

10 39. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
11 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
12 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

13 40. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure
14 of the Settlement or discuss the Settlement with anyone other than those necessary to effectuate the
15 filing of the motion for preliminary approval, until after the motion for preliminary approval is filed.
16 Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to
17 adhere to, the restriction against any public disclosure of the Settlement until after the motion for
18 preliminary approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiff
19 and Class Counsel will not have any communications with any media other than to direct any media
20 inquiries to the public records of the Action on file with the Court and will not publicize the Settlement,
21 including on social media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of,
22 and will encourage her to adhere to, the restriction against any media comment on the Settlement and
23 its terms. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing
24 or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available
25 information regarding this Settlement in future judicial submissions regarding Class Counsel's
26 qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all
27 disclosures required to be made to the LWDA in conformity with PAGA.

28 41. Entire Agreement. The Settlement Agreement and any attached exhibits constitute the

1 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
2 prior or contemporaneous agreements, understandings, representations, and statements, whether oral or
3 written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
4 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
5 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
6 which provide that a written agreement is to be construed according to its terms and may not be varied
7 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
8 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

9 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
10 Action (including with respect to California Code of Civil Procedure section 583.310), except such
11 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
12 Approval Hearing to be conducted by the Court.

13 43. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
14 the Parties may not amend or modify any provision of this Settlement Agreement except by written
15 agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of
16 the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except
17 by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver
18 or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other
19 provision.

20 44. 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 this Settlement
22 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
24 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
25 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
26 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
27 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
28 provisions that otherwise might apply under state or federal law.

1 45. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
3 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
4 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as
5 to the PAGA Employees, and the releases provided for by the Settlement Agreement shall have the same
6 force and effect as if the Settlement Agreement were executed by each Settlement Class Member and
7 PAGA Employee.

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

10 47. California Law Governs. All terms of the Settlement Agreement and attached exhibits
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 48. Execution and Counterparts. The Settlement Agreement is subject only to the execution
13 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
15 signature page, will be deemed to be one and the same instrument.

16 49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
18 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each
20 represented by competent counsel and that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of the Settlement Agreement. In addition, if necessary to
22 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
23 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
24 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

25 50. Invalidity of Any Provision. Before declaring any provision of the Settlement Agreement
26 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
27 consistent with applicable precedents so as to find all provisions of the Settlement Agreement valid and
28 enforceable.

1 51. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to
3 implement the Settlement.

4 52. Non-Admission of Liability. The Parties enter into the Settlement Agreement to resolve
5 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
6 litigation. In entering into the Settlement Agreement, Defendants do not admit, and specifically deny,
7 that they have violated any state, federal, or local law; violated any regulations or guidelines
8 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
9 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
10 or engaged in any other unlawful conduct with respect to their employees. Neither the Settlement
11 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
12 construed as an admission or concession by Defendants of any such violations or failures to comply with
13 any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement
14 Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as
15 evidence in any action or proceeding to establish any liability or admission on the part of Defendants or
16 to establish the existence of any condition constituting a violation of, or a non-compliance with state,
17 federal, local, or other applicable law.

18 53. Captions. The captions and paragraph numbers in the Settlement Agreement are inserted
19 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
20 provisions of the Settlement Agreement.

21 54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
22 conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be construed
23 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
24 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
25 between the Parties, all Parties have contributed equally to the preparation of the Settlement Agreement.

26 55. Representation by Counsel. The Parties acknowledge that they have been represented by
27 counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and that
28 the Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in

1 full.

2 56. All Terms Subject to Final Court Approval. All amounts and procedures described in the
3 Settlement Agreement herein will be subject to final Court approval.

4 57. Notices. All notices, demands, and other communications to be provided concerning the
5 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
6 or such other addresses as either Party may designate in writing from time to time:

7 To Plaintiff and Class Counsel:

8 Arby Aiwarzian, Esq.
9 Joanna Ghosh, Esq.
10 Annabel Blanchard, Esq.
11 **LAWYERS for JUSTICE, PC**
12 410 West Arden Avenue, Suite 203
13 Glendale, California 91203

To Defendants:

Stephen W. Robertson
MARTENSON, HASBROUCK & SIMON LLP
455 Capitol Mall, Suite 400
Sacramento, California 95814

12 58. Final Approval Order and Judgment. The Parties shall provide the Settlement
13 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
14 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
15 sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized
16 notice of the Final Approval Order and Judgment to the Class will be required.

17 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
18 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
19 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
20 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
21 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
22 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
23 assistance of the Mediator and then the Court to resolve such disagreement.

24 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
25 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

26 **IT IS SO AGREED.**

27 **PLAINTIFF SANDEEP PUREWAL**

1 Dated: 12/23, 2023

Electronic Signatures
2025-12-14 02:48:47 UTC - 11:72:52 AM
Name: Arby Aiwan
3d0b6f6b6d-11c7-4513-8000-140405

Sandeep Purewal, Plaintiff

2 DEFENDANT ACC SENIOR SERVICES

3 Dated: Jan 22, 2024
4 2023

5 Full Name:

6 Title: ACC Board Chair

7 On behalf of ACC Senior Services

8 DEFENDANT ASIAN COMMUNITY CENTER OF
9 SACRAMENTO VALLEY, INC.

10 Dated: Jan 22, 2024
11 2023

12 Full Name:

13 Title: ACC Board Chair

14 On behalf of Asian Community Center of Sacramento
15 Valley, Inc.

16 APPROVED AS TO FORM:

17 LAWYERS for JUSTICE, PC

18 Dated: December 23, 2023

19 Arby Aiwan

20 Joanna Ghosh

21 Annabel Blanchard

22 Attorneys for Plaintiff Sandeep Purewal and Proposed
23 Class Counsel

24 MARTENSON, HASBROUCK & SIMON LLP

25 Dated: February 20, 2024
26 2023

27 Stephen W. Robertson

28 Attorneys for Defendants ACC Senior Services and Asian
Community Center of Sacramento Valley, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Sandeep Purewal v. ACC Senior Services, et al.
Superior Court of California for the County of Sacramento, Case No. 34-2020-00285518

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Sandeep Purewal ("Plaintiff") and Defendants ACC Senior Services and Asian Community Center of Sacramento Valley, Inc. ("Defendants") (collectively with Plaintiff, the "Parties") in the case entitled *Sandeep Purewal v. ACC Senior Services, et al.*, Sacramento County Superior Court, Case No. 34-2020-00285518 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who were employed by Defendants within the State of California at any time during the period from November 22, 2016 to [date of Preliminary Approval].

"Class Member" means a member of the Class.

"Class Period" means the period from November 22, 2016 to [date of Preliminary Approval].

"Class Settlement" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"PAGA Employee" means all Class Members employed by Defendants within the State of California at any time during the period from September 15, 2019 to [date of Preliminary Approval].

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means September 15, 2019 to [date of Preliminary Approval].

II. BACKGROUND OF THE ACTION

On September 15, 2020, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("PAGA Letter"). On September 22, 2020, Plaintiff filed a Class Action Complaint for Damages in the Sacramento County Superior Court, Case No. 34-2020-00285518 ("Action") against Defendants. On November 20, 2020, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator” or “Phoenix”), Plaintiff Sandeep Purewal as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Ryan Slinger, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Three Hundred Thousand Dollars (\$2,300,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$805,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Eighteen Thousand Dollars (\$18,000.00) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for her services in the Action (“Enhancement Payment”); (3) Settlement Administration Costs in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the amount of Four Hundred Thousand Dollars (\$400,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (i.e., \$300,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$100,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Defendants as an hourly-paid or non-exempt employee within the State of California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment. PAGA Employees shall be issued payment of their Individual PAGA Payments regardless of whether they request

exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment"), based on the number of Workweeks each PAGA Employee was employed by Defendants during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator has divided the PAGA Employee Amount by the total PAGA Workweeks of all PAGA Members to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweeks Value to arrive at each PAGA Employee's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records:

During the period from November 22, 2016 to [date of Preliminary Approval], you are credited as having worked [] Workweeks, as a Class Member.

During the period from September 15, 2019 to [date of Preliminary Approval], you are credited as having worked [] PAGA Workweeks, as a PAGA Employee.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit a written Workweeks dispute ("Workweeks dispute") that: (a) contains the case name and number of the Action; (b) contains your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number to be credited to you; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you are correct; and (e) is submitted by mail to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Installment Funding and Disbursement

The Total Settlement Amount will be funded by Defendants by way of five (5) annual installments over a period of approximately five (5) years after final approval of the Settlement is granted by the Court. As such it will take time for the Settlement to be funded and for payments to be disbursed. It is very important that you take steps to provide your up-to-date mailing address and contact information to the Settlement Administrator to ensure that any payments issued to you are received by you at the correct address.

It is currently estimated that one-half of the Individual Settlement Payments will be distributed to Settlement Class Members approximately one year and ninety-seven days after the Court grants final approval of the Settlement, the remaining half of Individual Settlement Payments will be distributed to Settlement Class Members approximately one year and seven days thereafter, and Individual PAGA Payments will be distributed to eligible PAGA Employees approximately an additional one year and seven days thereafter.

E. Released Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and all PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state or local law, and shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, pay reporting time pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, and provide requisite notice(s) and information regarding material terms of employment at the time of hiring and during employment, violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 9-2001 and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay overtime and minimum wages, pay reporting time pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, and provide requisite notice(s) and information regarding material terms of employment at the time of hiring and during employment, in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 9-2001.

“Released Parties” means Defendants and their respective owners, agents, attorneys, insurers, past, present and future companies, divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, management employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

F. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$805,000.00) and reimbursement of litigation costs and expenses in an amount of up to Eighteen Thousand Dollars (\$18,000.00) (together "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, the Class Members, the PAGA Employees, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

G. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00), in recognition of her services in connection with the Action ("Enhancement Payment"). The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that she may be entitled to under the Settlement.

H. Administration Costs to Settlement Administrator

Costs of administering the Settlement are estimated not to exceed Twenty-Two Thousand Dollars (\$22,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and who are also PAGA Employees, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion

will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do *not* submit a Request for Exclusion will be deemed Settlement Class Members, and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator (“Notice of Objection”) or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 24 of the Sacramento Superior Court, located at the Gordon D. Schraber Courthouse, 720 9th Street, Sacramento, California 95814, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Pursuant to Sacramento Local Rule 1.06, the Court may issue a tentative ruling after 2:00 p.m. on the court day preceding the hearing. Tentative rulings are available on the Court’s website at <https://www.saccourt.ca.gov>. The tentative ruling shall become the ruling of the court, unless a party desiring to be heard so advises the department clerk no later than 4:00 p.m. on the court day preceding the hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 720 9th Street, Sacramento, California 95814, during business hours, or by online by visiting the following website: <https://www.saccourt.ca.gov>.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

September 15, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: ASIAN COMMUNITY CENTER OF SACRAMENTO VALLEY, INC.; ACC
SENIOR SERVICES**

Dear Representative:

We have been retained to represent Sandeep Purewal against Asian Community Center of Sacramento Valley, Inc., and ACC Senior Services (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "ACC") for violations of California wage-and-hour laws. Ms. Purewal seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Purewal seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

ACC employed Ms. Purewal as an hourly-paid, non-exempt employee from approximately May 2010 to approximately December 2019, in the State of California.

The "aggrieved employees" that Ms. Purewal may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, ACC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 9-2001.

ACC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. ACC required aggrieved employees to record their scheduled hours instead of their actual hours worked. ACC also used a rounding policy to calculate aggrieved employees' hours worked, which significantly benefited ACC and resulted in a significant net cost savings for the company.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Purewal and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Purewal and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, ACC required Ms. Purewal and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. ACC also required aggrieved employees to stay on the premises during meal and rest periods, and failed to relinquish its control over aggrieved employees during their meal and rest periods. Additionally, ACC automatically deducted thirty (30) minute "meal periods" from aggrieved employees' "on the clock" hours, irrespective of whether ACC provided a timely uninterrupted off-duty meal period of at least 30 minutes

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, ACC failed to pay Ms. Purewal and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ACC failed to pay Ms. Purewal and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ACC did not provide Ms. Purewal and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ACC were in violation of California

Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Purewal and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Purewal and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Purewal and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Purewal and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Purewal and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, ACC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Purewal and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave;

and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

ACC failed to provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ACC did not provide Ms. Purewal and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, ACC failed to pay Ms. Purewal and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Purewal and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, ACC failed to pay Ms. Purewal and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Purewal and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Purewal and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ACC.

Therefore, on behalf of all aggrieved employees, Ms. Purewal seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Asian Community Center of Sacramento Valley, Inc.
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(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

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