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Attorneys for Defendant
AMETHOD PUBLIC SCHOOLS, INC.

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

ZOHRA JAYARAMAN, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

AMETHOD PUBLIC SCHOOLS, a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: RG21105927

Assigned to the Hon. Brad Seligman, Dept. 23

CLASS ACTION

**JOINT SUPPLEMENTAL BRIEFING FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: May 23, 2023

TIME: 3:00 p.m.

DEPT.: 23

Action Filed: June 3, 2021

1 **I. INTRODUCTION**

2 Plaintiff Zohra Jayaraman (“Plaintiff”) and Defendant Amethod Public Schools
3 (“Defendant”) (collectively, “the Parties”) hereby respectfully submit this Joint Supplemental
4 Briefing to address the Court’s April 19, 2023 Ruling (the “Ruling”) regarding Plaintiff’s
5 Unopposed Motion for Preliminary Approval of Class Action Settlement. A copy of the Ruling is
6 attached to the Supplemental Declaration of Daniel F. Gaines (“Suppl. Gaines Decl.”) as **Exhibit**
7 **A**.

8 **II. TOPICS ADDRESSED IN THE COURT’S RULING**

9 **1. Additional Information Regarding the Damages Analysis**

10 The Court has requested that Plaintiff’s Counsel submit a supplemental declaration
11 providing additional information regarding the damages analysis. Specifically, the supplemental
12 declaration should detail the information exchanged through both formal and informal discovery,
13 including the types of information exchanged, time periods, and sample sizes. *See Exhibit A* to
14 Suppl. Gaines Decl.

15 Plaintiff directs the Court’s attention to the Suppl. Gaines Decl., ¶ 5, submitted concurrently
16 with this supplemental briefing.

17 **2. Cy Pres Beneficiary**

18 The Court stated that it will not approve of the California State Controller’s Office as the
19 *cy pres* beneficiary and requested that the Parties select a recipient that furthers the purposes of the
20 underlying litigation or promotes justice for all Californians.

21 As requested, the Parties have agreed to change the *cy pres* beneficiary in the Settlement
22 Agreement from the California State Controller’s Office to Community Legal Services of
23 McGeorge School of Law. *See Exhibit B* (a true and correct copy of the Parties’ First Amended
24 Settlement Agreement and Release of Claims [the “Amended Settlement” or “Amended Settlement
25 Agreement”]) and **Exhibit C** (a true and correct copy redlining the changes made between the
26 original Settlement Agreement and the Amended Settlement [the “Redlined Amended Settlement
27 Agreement”]) to Suppl. Gaines Decl., at ¶ E(14).

28 The Parties have selected Community Legal Services of McGeorge School of Law (“CLS”)

1 as the *cy pres* beneficiary. CLS satisfies the requirements of Code of Civil Procedure § 384(a),
2 which provides that “the unpaid cash residue and unclaimed or abandoned funds in class action
3 litigation are distributed...in a manner designed either to further the purposes of the underlying
4 class action...or to promote justice for all Californians.” CLS provides legal aid to community
5 members in California who are facing legal challenges in the areas of Immigration, Bankruptcy and
6 Elder & Health Law, and are unable to afford representation from private attorneys. As such, CLS
7 helps to promote justice for all Californians. *See* Suppl. Gaines Decl., ¶ 6.

8 **3. Released Claims**

9 The Court has indicated that it will not approve of the Class or PAGA Releases, defined as
10 the “Released Claims,” which release claims “known or unknown” during the Class Period. *See*
11 **Exhibit A** to Suppl. Gaines Decl.

12 As requested, the Parties have removed the phrase “known or unknown” from the Released
13 Claims in the Amended Settlement Agreement. *See* **Exhibit B** and **Exhibit C** to Suppl.
14 Gaines Decl., at ¶ D(3). *See also* the Amended Class Notice (attached as Exhibit 2 to the
15 Amended Settlement Agreement [**Exhibit B** to the Suppl. Gaines Decl.]) and the Redlined
16 Amended Class Notice (attached as Exhibit 1 to the Redlined Amended Settlement Agreement
17 [**Exhibit C** to the Suppl. Gaines Decl.]), § E.

18 **4. Disbursement Process**

19 The Court stated its concerns about the disbursement process, which provides for three
20 separate disbursements, with the last occurring in September of 2025. *See* **Exhibit A** to Suppl.
21 Gaines Decl.

22 Plaintiff directs the Court’s attention to the Declaration of Marie Arce, ¶¶ 3-6,
23 submitted concurrently with this supplemental briefing. The Declaration of Marie Arce provides
24 the justification for a delayed and multipart distribution.

25 The Parties note the Court’s preference to pay all putative class members from the initial
26 distribution, or as soon thereafter as possible, in a single disbursement. However, the Parties
27 respectfully request to keep the disbursement process as outlined in the Amended Settlement
28 Agreement. *See* **Exhibit B** to Suppl. Gaines Decl., ¶ G(4). Plaintiff’s Counsel took this case on a

1 contingent fee basis, which required them to personally assume the risk of nonpayment in securing
2 the very substantial financial benefit the Class Members, State of California, and Aggrieved
3 Employees stand to receive. Their work on the case also constitutes a “loan” on Plaintiff’s
4 Counsel’s services. *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553. *See* Suppl. Gaines
5 Decl., ¶ 7. In the event of default or non-payment, it would not be equitable to put all of the risk on
6 Plaintiff’s Counsel and Plaintiff, both of whom have already assumed risk and expense for the
7 benefit of the Class. *Id.*

8 The Parties agree to withhold 10% of the attorney fee award, maintained by the Settlement
9 Administrator, until the final compliance hearing. *See* Suppl. Gaines Decl., ¶ 8; **Exhibit B** and
10 **Exhibit C**, at ¶ G(4).

11 Further, because final approval will not take place before June 15, 2023, the Parties revised
12 the first settlement disbursement to take place thirty (30) days after the Effective Date. The
13 remaining two disbursement dates are unchanged. *See* Suppl. Gaines Decl., ¶ 9; **Exhibit B** and
14 **Exhibit C**, at ¶ G(4).

15 **5. Class Notice**

16 The Court noted that the proposed Class Notice contained the wrong courtroom
17 information. The Court also requested additional verbiage to be included under the “Are There
18 More Details About the Settlement” section. *See* **Exhibit A** to Suppl. Gaines Decl.

19 As requested, the Parties have revised the Class Notice to fix the incorrect courtroom
20 information and include the Court’s requested verbiage. *See* **Exhibit B** at Exhibit 2 and **Exhibit C**
21 at Exhibit 1 to the Suppl. Gaines Decl.

22 The Parties further revised the Class Notice to update section G. “When Will I Be Paid?”
23 to account for the updated disbursement schedule. *See* **Exhibit B** at Exhibit 2 and **Exhibit C** at
24 Exhibit 1 to the Suppl. Gaines Decl.

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1 **III. CONCLUSION**

2 Accordingly, the Parties respectfully request that this Court grant preliminary approval of
3 the Amended Settlement Agreement.

4 Dated: May 18, 2023

GAINES & GAINES
A Professional Law Corporation

5
6 By: _____
7 DANIEL F. GAINES
8 ALEX P. KATOFISKY
 Attorneys for Plaintiff and Proposed Class
 Counsel

9 Dated: May 18, 2023

GORDON REES SCULLY MANSUKHANI, LLP

10 By: _____
11 PETER CHOI
12 FERNANDO A. VICENTE
13 Attorneys for Defendant
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1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 action. My business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On May 18, 2023, I served the foregoing documents described as **(1) JOINT SUPPLEMENTAL BRIEFING**
6 **FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, (2) SUPPLEMENTAL**
7 **DECLARATION OF DANIEL F. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY**
8 **APPROVAL OF CLASS ACTION SETTLEMENT, and (3) DECLARATION OF MARIE ARCE IN SUPPORT**
9 **OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the
10 interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

11 **Peter Choi, Esq.**
12 **Fernando A. Vicente, Esq.**
13 **GORDON REES SCULLY MANSUKHANI, LLP**
14 **633 West Fifth Street, 52nd floor**
15 **Los Angeles, CA 90071**

16 On the above date:

17 X (BY ~~X~~ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
18 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
19 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
20 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
21 meter date is more than one day after date of deposit for mailing in affidavit.

22 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
23 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
24 carrier or driver authorized by the express carrier to receive documents.

25 _____ (BY FACSIMILE TRANSMISSION) On May 18, 2023, at _____ a.m./p.m., at Westlake Village, California,
26 I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
27 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
28 telephone number(s) of the receiving facsimile machine was () - . A transmission report was properly
issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
via email on the counsel of record listed above.

21 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
22 Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the
LWDA.

23 I certify that the above document was printed on recycled paper.

24 I declare under penalty of perjury that the foregoing is true and correct.

25 Executed on May 18, 2023, at Westlake Village, California.

26 Amelia Booth
27 AMELIA BOOTH
28