

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Zohra Jayaraman

PETER CHOI, ESQ. SBN 249482
pchoi@grsm.com
FERNANDO A. VICENTE, ESQ. SBN 225362
fvicente@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071
Telephone: (213) 576-5043
Facsimile: (213) 680-4470

Attorneys for Defendant Amethod Public Schools

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. Julia Spain, Dept. 520

CLASS ACTION

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: June 3, 2021

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A. Definitions.

2. Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of record for Plaintiff. For purposes of this settlement only, the firm of Gaines & Gaines, APLC shall be designated as “Class Counsel.”

4. The “Settlement Class” shall be defined as “all persons who are or were previously employed (1) in California; (2) by Defendant (3) as non-exempt employees; and (4) at any point from June 3, 2017, through the date of preliminary approval of this Settlement or August 15, 2022, whichever is earlier (the “Class Period”).” Defendant represents that the Class worked approximately 28,000 workweeks during the Class Period.

5. The “PAGA Group” shall be defined as “all persons who are or were previously employed (1) in California; (2) by Defendant (3) as non-exempt employees; and (4) at any point from March 30, 2020, through the date of preliminary approval of this Settlement or August 15, 2022, whichever is earlier (the “PAGA Period”).” No PAGA Group member may opt out of the PAGA Group, and each PAGA Group member shall be bound by the PAGA Release and be paid a share of the PAGA allocation, even if they opt out of the class settlement.

1 **6.** Members of the Settlement Class shall collectively be referred to as a “Class
2 Member” or “Class Members.” Any Class Member who files a timely Request for Exclusion, as
3 detailed below, will be excluded from the final Settlement Class.

4 **B. General.**

5 **1.** On March 30, 2021, Plaintiff exhausted the pre-filing requirements of the Labor
6 Code Private Attorneys General Act of 2004 (“PAGA”).

7 **2.** On or about June 3, 2021, Plaintiff initiated the Action by filing a Representative
8 Action Complaint for Penalties, pursuant to PAGA, on behalf of herself and all other aggrieved
9 employees. The First Amended Complaint, attached hereto as **Exhibit 1** and which will be filed as
10 part of the settlement approval process, asserts class and PAGA representative action claims against
11 Defendant for (1) failure to pay all minimum and overtime wages due (Labor Code §§ 510, 1194,
12 and 1194.2); (2) failure to provide compliant meal periods or compensation in lieu thereof (Labor
13 Code §§ 226.7 and 512; IWC Wage Order 4-2001); (3) failure to provide compliant rest periods or
14 compensation in lieu thereof (Labor Code §§ 226.7, 510, and 1194; IWC Wage Order 4-2001); (4)
15 failure to reimburse all business-related expenses (Labor Code § 2802); (5) failure to comply with
16 itemized employee wage statement provisions (Labor Code § 226(a), (e),); (6) failure to timely pay
17 wages due at separation of employment (Labor Code §§ 201-203); (7) violation of Business and
18 Professions Code §§ 17200, *et seq.*; and (8) civil penalties pursuant to Labor Code §§ 2698, *et seq.*
19 for violations of Labor Code §§ 201-202, 204, 210, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and
20 2802 (the “First Amended Complaint”).

21 **3.** Defendant denies any liability or wrongdoing of any kind associated with the claims
22 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
23 purpose other than this settlement. Defendant contends that it has complied at all times with the
24 California Labor Code, Industrial Welfare Commission Wage Orders, and all other applicable
25 federal, state, and local laws and regulations. It is Defendant’s position that, if this case were to be
26 litigated, class certification would be inappropriate because Plaintiff is not an adequate class
27 representative, Plaintiff’s claims are not typical of putative class members, and individual issues
28 predominate over class issues. The Action, the negotiation and execution of this Settlement

1 Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
2 Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf
3 of Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any
4 action before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and
5 may not be used as, an admission or evidence of the appropriateness of these or similar claims for
6 class certification in the Action or with respect to any other proceeding. The Parties also agree that
7 in the event the Court does not grant final approval of the Settlement, the First Amended Complaint
8 shall be deemed withdrawn. The parties further agree that Defendant does not waive any defense
9 to the First Amended Complaint and the PAGA claim contained therein. The parties further
10 acknowledge that the filing of the First Amended Complaint is for settlement purposes only.

11 **4.** The Class Representative contends that Defendant violated the California Labor
12 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
13 certification.

14 **5.** Class Counsel represent that they have conducted a thorough investigation into the
15 facts and law during the prosecution of this class action case, including the exchange of extensive
16 informal discovery and the review and verification of statistical data and other facts and information
17 provided by Defendant. Counsel for the Parties also represent that they have investigated the
18 applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and
19 potential defenses thereto, and the damages and other losses claimed by Plaintiff.

20 **6.** On May 2 2022, following their exchange of information and documents regarding
21 the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in
22 arm's-length negotiations with the assistance of mediator Jeffrey Krivis, Esq., through which they
23 were able to reach the resolution of the Action set forth herein.

24 **7.** Based on their own independent investigation and evaluation, Class Counsel are of
25 the opinion (and will so represent to the Court) that settlement for the consideration and on the
26 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
27 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
28 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses

1 asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court)
2 that this settlement is fair and in the best interest of the Settlement Class.

3 **8.** The Parties agree that the Settlement Class described herein may be certified for
4 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
5 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
6 approved, the certification will have no force or effect and will immediately be revoked. The
7 Parties further agree that certification for purposes of the settlement is in no way an admission that
8 class certification is proper under the more stringent standard applied for litigation and that
9 evidence of this limited Stipulation for settlement purposes only will not be admissible for any
10 purpose in this or any other proceeding.

11 **C. Terms of Settlement.**

12 **1.** The financial terms of the settlement are as follows:

13 (a) **Maximum Settlement Amount:** The Parties agree to settle this Action for
14 a Maximum Settlement Amount of Five Hundred Sixty Thousand Dollars (\$560,000) (the
15 “Maximum Settlement Amount”), subject to any increase based on the escalator provision in
16 paragraph H(16) herein. The Maximum Settlement Amount includes the attorneys’ fees of Class
17 Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs
18 incurred to date, as well as such fees and costs to be incurred in documenting the settlement,
19 providing any notices required as part of the settlement, securing Court approval of the settlement,
20 and obtaining judgment in the Action); the Enhancement Payment to the Class Representative, as
21 approved by the Court; the payment to the California Labor and Workforce Development Agency
22 (“LWDA”); and all costs of administration, including, without limitation, settlement administration
23 fees and expenses. All employer payroll tax obligations due on wage payments made from the Net
24 Settlement Proceeds shall be paid by Defendant separate and apart from the Maximum Settlement
25 Amount.

26 (b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the
27 Maximum Settlement Amount less the amounts approved and awarded by the Court for: attorneys’
28 fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the

Enhancement Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(c) **Individual Payment Amounts:** “Individual Payment Amount” means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the class settlement (i.e., who does not submit a valid request for exclusion form) and each PAGA Group member, whether or not they participate in the class settlement.

i. The class portion of the Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds, less the \$10,000 allocation to the PAGA Group, by the total workdays worked by all participating Class Members in California in a non-exempt position during the Class Period, which will yield the applicable class workday rate. The class workday rate shall be multiplied by the number of workdays each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield the class portion of their Individual Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount for the class settlement equal to their individual workdays worked in California in a non-exempt position during the Class Period multiplied by the class workday rate.

ii. The PAGA portion of the Individual Payment Amounts will be calculated by dividing the \$10,000 of the Net Settlement Proceeds allocated to the PAGA Group, by the total workdays worked by all PAGA Group members in California in a non-exempt position during the PAGA Period, which will yield the applicable PAGA workday rate. The PAGA workday rate shall be multiplied by the number of workdays each individual participating PAGA Group member worked for Defendant in California in a non-exempt position during the PAGA Period to yield the PAGA portion of their Individual Payment Amount. Each PAGA Group member will receive an Individual Payment Amount for the PAGA allocation of the settlement equal to their individual workdays worked in California in a non-exempt position during the PAGA Period multiplied by the PAGA workday rate.

iii. For tax purposes, each non-PAGA portion of the Individual Payment Amounts will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to

1 applicable withholdings); and (b) 80% to penalties and interest (reported on an IRS Form 1099, if
2 required by law). The PAGA portion of the Individual Payment Amounts will be apportioned
3 100% to penalties (reported on an IRS Form 1099, if required by law). All Individual Payment
4 Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or
5 other legally mandated treatment as required by law.

6 (d) **PAGA Payment:** The Parties agree that Forty Thousand Dollars (\$40,000)
7 shall be allocated to settle Plaintiff's claims brought pursuant to PAGA. Of this amount, Seventy-
8 Five percent (75%), or Thirty Thousand Dollars (\$30,000), shall be paid to the LWDA, and the
9 remaining Twenty-Five percent (25%), or Ten Thousand Dollars (\$10,000), shall be included in
10 the Net Settlement Proceeds for payment to members of the PAGA Group.

11 (e) **Enhancement Payment to Class Representative:** The amount awarded to
12 the Class Representative as an Enhancement Payment will be set by the Court in its discretion, not
13 to exceed Seven Thousand Five Hundred Dollars (\$7,500). This amount will be deducted from the
14 Maximum Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for
15 her Enhancement Payment. Defendant agrees not to dispute or otherwise object to the
16 Enhancement Payment if Plaintiff requests \$7,500 or less.

17 (f) **Attorneys' Fees:** An award to Class Counsel of attorneys' fees will be
18 deducted from the Maximum Settlement Amount in an amount to be set by the Court taking into
19 account the settlement award that has been made available for the Settlement Class by the efforts
20 of Class Counsel. The amount awarded shall not exceed 35% of the Maximum Settlement Amount
21 (i.e., One Hundred Ninety-Six Thousand Dollars (\$196,000)). An IRS Form 1099 will be issued
22 to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not to dispute or
23 otherwise object to the attorneys' fee award requested by Class Counsel so long as the request does
24 not exceed 35% of the Maximum Settlement Amount.

25 (g) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
26 the Maximum Settlement Amount in an amount to be set by the Court for documented out-of-
27 pocket litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000). An IRS
28 Form 1099 will be issued to Class Counsel with respect to its award of costs and expenses.

1 Defendant agrees not to dispute or otherwise object to the attorneys' cost award requested by Class
2 Counsel so long as the request does not exceed \$15,000.

3 (h) **Settlement Administration Costs:** The fees and other charges of the
4 Settlement Administrator to administer the Settlement are expected to total no more than Twelve
5 Thousand Dollars (\$12,000), and will be paid from the Maximum Settlement Amount. These fees
6 shall include any costs associated with the required tax reporting on any Individual Payment
7 Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the
8 Parties have agreed that Phoenix Class Action Administration Solutions will serve as a neutral
9 third-party claims' administrator ("Settlement Administrator") to perform all acts related to
10 providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a)
11 printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to
12 all Class Members; (b) administering the settlement; (c) processing exclusions, objections, and field
13 inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment
14 Amount each Participating Class Members is eligible to receive; (f) distributing the Maximum
15 Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing
16 necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

17 (i) **No Warranty by Defendant:** Plaintiff understands and agrees that
18 Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant
19 makes no representations regarding tax obligations or consequences, if any, related to this
20 Settlement Agreement.

21 **D. Release of Claims.**

22 1. Upon the Effective Date, and subject to Defendant's full payment of the Maximum
23 Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out will be
24 deemed to have fully released and discharged Defendant Amethod Public Schools and its
25 respective present and former parents, owners, subsidiaries and any affiliated or related persons or
26 entities and each of their respective officers, directors, employees, partners, shareholders,
27 attorneys and agents and any other successors, assigns or legal representatives ("Released Parties")
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1 from any and all Released Claims which arose during their employment in a non-exempt position
2 in California during the Class Period.

3 **2.** Upon the Effective Date, and subject to Defendant's full payment of the Maximum
4 Settlement Amount, Plaintiff and all members of the PAGA Group, whether or not they opt out of
5 the class settlement, will be deemed to have fully released and discharged the Released Parties
6 from any and all claims under the Private Attorneys General Act of 2004, Labor Code section
7 2698 *et seq.*, encompassed in the Released Claims, which arose during their employment in a non-
8 exempt position in California during the PAGA Period.

9 **3.** The "Released Claims" include any and all federal, state and local demands, rights,
10 liabilities, claims and/or causes of action, known or unknown, which accrued during the Class
11 Period during employment in a non-exempt position in California, that are alleged in the Action
12 (as to be amended in a First Amended Complaint at the preliminary approval stage to add direct
13 class claims based on the same theories as alleged in the operative complaint), or could have been
14 alleged in the Action based on Defendant's alleged failure to provide meal and rest breaks or pay
15 premium pay in lieu thereof, pay daily or weekly overtime and double time wages, pay minimum
16 wages, timely pay all wages during and at separation of employment, furnish accurate itemized
17 wage statements, maintain required employee records, and indemnify employees for business
18 expenses, in violation of (among other laws) Labor Code sections 201-204, 210, 226, 226.3, 226.7,
19 510, 512, 558, 1194, 1194.2, 2802 2698-2699.5, any provision of the Industrial Welfare
20 Commissions Orders, or California's Unfair Competition Law.

21 **4.** Upon the Effective Date and subject to Defendant's full payment of the Maximum
22 Settlement Amount, Plaintiff Jayaraman shall be deemed to have fully, finally, and forever released
23 the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action,
24 and liabilities against the Released Parties, of whatever kind and nature, character, and description,
25 whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute,
26 ordinance, regulation, common law, or other source of law, whether known or unknown, and
27 whether anticipated or unanticipated, including unknown claims covered by Civil Code Section
28 1542, arising through the date of her signature hereon, for any type of relief, including, without

1 limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive
2 damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims
3 include, but are not limited to, the Released Claims, as well as any other claims under any provision
4 of the California Labor Code or any applicable California Industrial Welfare Commission Wage
5 Orders, and claims under local, state, or federal discrimination statutes, including, without
6 limitation, the California Fair Employment and Housing Act, California Government Code
7 §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California
8 Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans
9 with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act
10 of 1974, 29 U.S.C. §§ 1001 et seq.; and all of their implementing regulations and interpretive
11 guidelines. With respect to these Released Claims as described in this Section, Plaintiff Jayaraman
12 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law,
13 the provisions, rights, and benefits he may otherwise have had pursuant to Section 1542 of the
14 California Civil Code, which provides as follows:

15 **A general release does not extend to claims that the creditor or releasing party**
16 **does not know or suspect to exist in his or her favor at the time of executing the**
17 **release and that, if known by him or her, would have materially affected his or**
18 **her settlement with the debtor or released party.**

19 Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall
20 act as a release of all future claims that may arise from Plaintiff Jayaraman's employment or
21 separation from employment with Defendant, or any other matters that existed between Plaintiff
22 Jayaraman and the Released Parties up to the date of this Agreement, whether such claims are
23 currently known or unknown, and that Plaintiff intentionally waives any rights she may have under
24 the provisions of Section 1542, as well as under any other statutes or common law principles of
25 similar effect in the State of California or in any other state.

26 **E. Notice and Exclusion Process.**

27 **1.** Within ten (10) calendar days after entry of the order granting preliminary approval
28 of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class

1 Members, including their last known addresses, telephone numbers, social security numbers, and
2 their dates of employment in a non-exempt position in California during the Class Period
3 (“Settlement Class Information”). The names, addresses, telephone numbers, and Social Security
4 numbers will only be disclosed to the Settlement Administrator and not to Plaintiff’s Counsel. All
5 information provided to the Settlement Administrator will be marked CONFIDENTIAL. This
6 information shall be kept confidential and shall not be disclosed, either in writing or orally, by the
7 Settlement Administrator. The Settlement Administrator shall use due care with respect to the
8 storage, custody, use, and/or dissemination of the confidential information. Such information must
9 be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

10 **2.** A notice of pendency of class action, proposed settlement, and hearing date for
11 Court approval (“Class Notice”) in the form attached hereto as **Exhibit 2**, and as approved by the
12 Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail,
13 within twenty (20) calendar days after entry of the order granting preliminary approval.

14 **3.** The Settlement Administrator will make reasonable efforts to ensure that the Class
15 Notice is sent to all Class Members. It will conclusively be presumed that if an envelope has not
16 been returned within thirty (30) days of the mailing that the Class Member received the Class
17 Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make
18 reasonable efforts to locate Class Members and re-send the notices.

19 **4.** Each Class Member will be fully advised of the settlement, the ability to object to
20 the settlement, and the ability to submit a request for exclusion. The Class Notice will inform the
21 Class Members of the Court-established deadlines for filing objections and submitting requests for
22 exclusion.

23 **5.** Each Class Notice will contain personalized information setting forth the number of
24 workdays each Class Member worked for Defendant in California in a non-exempt position during
25 the Class and PAGA Periods and their estimated Individual Payment Amounts. To the extent a
26 Class Member disputes any of the information listed on his or her Class Notice, the Class Member
27 may produce evidence to the Settlement Administrator showing such information the Class
28 Member contends should be reflected in the Class Notice. Defendant’s records will be presumed

determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

6. All Class Members who do not submit a request for exclusion and all PAGA Group members will be eligible to receive an Individual Payment Amount which shall be mailed to them if and when the Effective Date occurs.

7. In order to elect not to participate in the Settlement, a Class Member must submit a request for exclusion, and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted requests for exclusion will be determined by valid postmark. If the 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open. To be valid, a request for exclusion must (i) state the Class Member's name, address, telephone number, and social security number (last four digits) or employee ID number, (ii) be signed and dated, and (iii) included an express request to be excluded from the class.

8. The deadline for submission of exclusion requests shall be extended once by 30 days for those Class Members whose Class Notice is returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.

9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.

1 **10.** The Settlement Administrator will notify the Parties of the total number of valid
2 request for exclusion within ten (10) calendar days after the deadline for receipt of the requests
3 (fifty-five (55) days following the initial mailing of the Class Notice to Class Members).

4 **11.** In order to object to the settlement, a Class Member must mail his or her objection
5 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
6 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
7 period, in which case the Court ordered objection period will apply. If the 45th day falls on a
8 Sunday or federal holiday, the time to object to the settlement will be extended to the next day on
9 which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be
10 extended for any reason.

11 **12.** The Settlement Administrator shall provide to the Parties, at least twelve (12)
12 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
13 of due diligence and proof of mailing with regard to the mailing of the Class. The Settlement
14 Administrator will also provide to the Parties, at least twelve (12) calendar days prior to the final
15 approval hearing, or as otherwise ordered by the Court, a report listing the amount of all payments
16 to be made to each Class Member without names or personal identifying information.

17 **13.** The Effective Date of this Settlement Agreement (“Effective Date”) is the date of
18 the later of: (a) final approval by the Court; or (b) if there are objections to the settlement which are
19 not withdrawn, and if an appeal, review, or writ is not sought from the judgment, the sixty-fifth
20 (65thst) day after service of notice of entry of judgment; or (c) the dismissal or denial of an appeal,
21 review, or writ, if the Judgment is no longer subject to judicial review, provided that the Settlement
22 has not been modified by any court of appeal.

23 **14.** Class Members and PAGA Group members must cash each of their Individual
24 Payment Amount checks within one hundred eighty (180) calendar days after they are mailed by
25 the Settlement Administrator. The value of any checks uncashed more than one hundred eighty
26 (180) days after mailing shall be paid to the California’s State Controller’s Office to held in trust
27 for such class and PAGA Group members pursuant to California’s Unpaid Property Law.
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1 **F. Duties of the Parties Prior to Court Approval.**

2 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the
3 Court for preliminary approval of this settlement and entry of an order accomplishing the
4 following:

- 5 (a) scheduling a fairness hearing on the question of whether the proposed
6 settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
7 (b) approving as to form and content the proposed Class Notice;
8 (c) preliminarily certifying the Settlement Class for purposes of settlement;
9 (d) preliminarily approving the PAGA payment of \$30,000 to the LWDA;
10 (e) preliminarily setting attorneys' fees and costs payable to Class Counsel;
11 (f) preliminarily setting the enhancement payment to the Class Representative;
12 (g) preliminarily approving Phoenix Class Action Administration Solutions as
13 the Settlement Administrator and its estimated fees and costs of \$12,000; and
14 (h) permitting Plaintiff to file the First Amended Complaint.

15 The Parties shall submit this Settlement Agreement to the Court and the LWDA in support
16 of Plaintiff's unopposed motion for preliminary approval of the settlement.

17 **G. Duties of the Parties in Connection with and Following Final Court Approval.**

18 1. In connection with the hearing on final approval of the settlement provided for in
19 this Settlement Agreement, the Parties will submit a proposed final order no later than ten (10)
20 calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered
21 by the Court):

- 22 (a) approving the settlement, adjudging the terms thereof to be fair, reasonable
23 and adequate, and directing consummation of its terms and provisions;
24 (b) approving Class Counsel's application for an award of attorneys' fees and
25 reimbursement of documented litigation costs and expenses, the Enhancement Payment to the
26 Class Representative, the PAGA Payment to the LWDA and the PAGA Group members, and the
27 costs of administering the settlement; and
28

1 (c) entering judgment in this Action in accordance with this Stipulation,
2 pursuant to Cal. Rules of Court, Rule 3.769(h).

3 2. Class Counsel shall file an application for attorneys' fees and reimbursement of
4 costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing
5 on final approval (unless otherwise ordered by the Court).

6 3. Defendant shall deposit the Maximum Settlement Amount, plus applicable
7 employer payroll taxes, with the Settlement Administrator as follows:

8 (1) One Hundred Thousand Dollars (\$100,000), plus a proportionate share
9 of employer payroll taxes due, no later than August 15, 2022,

10 (2) thirty-six (36) subsequent monthly payments of Ten Thousand Dollars
11 (\$10,000) each, plus a proportionate share of employer payroll taxes due, beginning on September
12 15, 2022, and payable on the fifteenth day of each month thereafter for thirty-six (36) months, and

13 (3) One Hundred Thousand Dollars (\$100,000), plus a proportionate share
14 of employer payroll taxes due, payable no later than September 1, 2025.

15 4. All installment payments shall be paid into an interest bearing (if possible) trust
16 account created by the Settlement Administrator, and any interest accrued on the installment
17 payments shall be credited to Defendant's final installment payment, if and only if it is not in default
18 on any payments made under the Settlement Agreement. The Settlement Administrator will issue
19 pro rata payments for the obligations due for attorneys' fees and costs to Class Counsel, cost of
20 administration, the Enhancement Payment to Plaintiff, and the payment to the LWDA promptly
21 after each installment payment by Defendant of the Maximum Settlement Amount. Class Members
22 will be issued their Individual Payment Amount promptly after each time Two Hundred Thousand
23 Dollars has been accrued in the settlement fund (i.e., three disbursements to each Class Member
24 over three years, with the first disbursement after the June 15, 2023 payment, the second
25 disbursement after the February 15, 2025 payment, and the final disbursement after the September
26 1, 2025 final payment).

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1 **H. Miscellaneous Provisions:**

2 **1. Voiding the Agreement.**

3 A failure of the Court to approve any material condition of this Settlement Agreement which
4 effects “a fundamental change of the Parties’ settlement,” or if the settlement is reversed or
5 materially modified on appellate review, shall render the entire Stipulation of Settlement voidable
6 and unenforceable as to all Parties herein at the option of any Party. Defendant, at its option, may
7 withdraw from the Settlement if 5% or more of the Class Members opt-out of the Settlement. If
8 Defendant chooses to withdraw it will be responsible for all costs incurred by the Settlement
9 Administrator in administering the Settlement up through the date of withdrawal.

10 **2. Parties’ Authority.**

11 The signatories hereto represent that they are fully authorized to enter into this Settlement
12 Agreement and bind the Parties hereto to the terms and conditions hereof.

13 **3. Mutual Full Cooperation.**

14 The Parties agree to fully cooperate with each other to accomplish the terms of this
15 Stipulation of Settlement, including but not limited to, execution of such documents and such other
16 action as may reasonably be necessary to implement the terms of this Settlement Agreement. The
17 Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated
18 by this Settlement Agreement and any other efforts that may become necessary by order of the
19 Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As
20 soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the
21 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
22 Court’s preliminary and final approval of the settlement.

23 **4. No Prior Assignments.**

24 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
25 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
26 entity any portion of any liability, claim, demand, action, cause of action or rights released and
27 discharged by this Stipulation of Settlement.

28 ///

1 **5. No Admission.**

2 Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
3 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
4 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
5 Settlement Agreement with the intention of avoiding further disputes and litigation with the
6 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
7 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
8 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
9 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

10 **6. Construction.**

11 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
12 result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement
13 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
14 any Party or her or its counsel participated in the drafting of this Settlement Agreement.

15 **7. Captions and Interpretations.**

16 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
17 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
18 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a
19 recital.

20 **8. Modification.**

21 This Settlement Agreement may not be changed, altered, or modified, except in writing and
22 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
23 discharged except by performance in accordance with its terms or by a writing signed by each of
24 the Parties hereto on their attorneys.

25 **9. Integration Clause.**

26 This Settlement Agreement contains the entire agreement between the Parties relating to
27 the settlement and transactions contemplated hereby, and all prior or contemporaneous agreements,
28 understandings, representations, and statements, whether oral or written and whether by a Party or

such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

10. Binding on Assigns.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

11. Governing Law.

All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. Signatures of All Class Members Unnecessary to be Binding.

It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement was executed by each Class Member.

13. Counterparts.

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

14. Confidentiality

Until Plaintiff files her motion for preliminary approval of the class action settlement, the Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the amount and terms of the Settlement, except as to spouses, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

15. No Publicity

Plaintiff and her Counsel will not contact the media about the settlement or advertise the settlement on their law firm promotional materials (including their law firm website) or respond to

any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and her Counsel also will not post any information about the settlement on social media or their firms' websites.

16. Representation Regarding Class Size.

Defendant has represented that Class Members worked approximately 28,000 workweeks during the Class Period. Should this number increase by more than 10%, the Maximum Settlement Amount will increase proportionately above the 10% threshold. For example, if there are 32,200 workweeks (i.e., a 15% increase), the Maximum Settlement Amount shall increase by 5%.

17. Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

18. Continuing Jurisdiction.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

19. Tax Liability

Defendant makes no representation as to the tax treatment or legal effect of the payments called for in this Agreement, and Plaintiff, Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff, Class Members, and PAGA Members understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

///

A. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR 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 AGREEMENT, (B) HAS NOT ENTERED INTO THIS 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 AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

08 / 02 / 2022
Dated: July _____, 2022

Zohra Jayaraman
By: _____
ZOHRA JAYARAMAN
Plaintiff and Class Representative

Dated: July _____, 2022

AMETHOD PUBLIC SCHOOLS

By: _____
EVELIA VILLA
Its: Chief Executive Officer

APPROVED AS TO FORM AND CONTENT:

Dated: August 3, 2022

GAINES & GAINES, APLC

By: *Daniel F. Gaines*
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative

Dated: July _____, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Peter Choi, Esq.
Fernando A. Vicente, Esq.
Counsel for Defendant

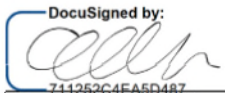
1 Dated: July _____, 2022

By: _____
ZOHRA JAYARAMAN
Plaintiff and Class Representative

2
3 July 29, 2022 | 11:11 AM PDT

4 Dated: July _____, 2022

AMETHOD PUBLIC SCHOOLS

5
6 By:  _____
7 EVELIA VILLA
8 Its: Chief Executive Officer

9 **APPROVED AS TO FORM AND CONTENT:**

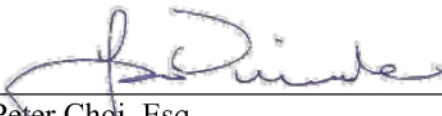
10
11 Dated: July _____, 2022

GAINES & GAINES, APLC

12
13 By: _____
14 Daniel F. Gaines, Esq.
15 Alex P. Katofsky, Esq.
16 Counsel for Plaintiff and Class
Representative

17 Dated: August 3, 2022

GORDON REES SCULLY MANSUKHANI, LLP

18
19 By:  _____
20 Peter Choi, Esq.
21 Fernando A. Vicente, Esq.
22 Counsel for Defendant
23
24
25
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TITLE	Settlement Agreement Jayaraman ig
FILE NAME	Jayaraman - Settl...ent v6 072822.pdf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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Sent for signature to Zohra Jayaraman [REDACTED]@gmail.com)
from office@gaineslawfirm.com
IP: [REDACTED]



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Viewed by Zohra Jayaraman [REDACTED]@gmail.com)
IP: [REDACTED]



08 / 02 / 2022
17:49:18 UTC

Signed by Zohra Jayaraman [REDACTED]@gmail.com)
IP: [REDACTED]



COMPLETED

08 / 02 / 2022
17:49:18 UTC

The document has been completed.

EXHIBIT 1

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Zohra Jayaraman, on behalf of herself and on behalf of all similarly situated individuals and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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. Julia Spain, Dept. 520

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1194, AND 1194.2)**

**2. FAILURE TO PROVIDE COMPLIANT
MEAL PERIODS OR COMPENSATION
IN LIEU THEREOF (LABOR CODE §§
226.7 AND 512; IWC WAGE ORDER 4-
2001)**

**3. FAILURE TO PROVIDE COMPLIANT
REST PERIODS OR COMPENSATION
IN LIEU THEREOF (LABOR CODE §§
226.7, 510, AND 1194; IWC WAGE
ORDER 4-2001)**

**4. FAILURE TO REIMBURSE ALL
BUSINESS-RELATED EXPENSES
(LABOR CODE § 2802)**

**5. FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**6. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF**

EMPLOYMENT (LABOR CODE §§ 201-203)

7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.

8. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 204, 226(a), 226.7, 510, 512, 1194 AND 2802 AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 210, 226.3, AND 558

DEMAND FOR JURY TRIAL

Complaint Filed: June 3, 2021

Plaintiff ZOHRA JAYARAMAN (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class” or “Plaintiff Class”), on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of Amethod Public Schools, a California corporation, and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, respectively, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for Defendants within the State of California.

2. From June 3, 2017 through the present, Defendants have had a consistent policy of failing to pay all minimum and overtime wages due to Class Members (as defined below); provide legally compliant meal and rest periods or compensation in lieu thereof to Class Members; reimburse all business-related expenses to Class Members; timely pay wages to Class Members on designated pay dates; provide accurately itemized wage statements to Class Members; and to timely pay wages upon separation of employment to Class Members.

3. Plaintiff, on behalf of herself and the members of the Class, brings this action pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, and

2802, seeking compensation for unpaid minimum and overtime wages, premium meal and rest period wages, and business-related expenses, statutory penalties, liquidated damages, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of herself and Class Members and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

5. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members in Alameda County, California.

II.

PARTIES

A. Plaintiff

7. Plaintiff ZOHRA JAYARAMAN was employed by Defendants from August 2019 through June 2020 as a non-exempt employee in Alameda County, California.

8. During her work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all minimum and overtime wages due;
- b. Willfully denied compliant meal periods or compensation in lieu thereof;
- c. Willfully denied compliant rest periods or compensation in lieu thereof;
- d. Willfully denied reimbursement of all business-related expenses;
- e. Willfully denied the timely payment of wages during employment;
- f. Willfully denied accurately itemized wage statements; and
- g. Willfully denied the timely payment of wages upon separation of her employment.

B. Defendants

9. Defendant Amethod Public Schools is a California corporation that employed Plaintiff and Class Members throughout the State of California, including Alameda County, California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

All persons who are or were previously employed (1) in California; (2) by Defendant (3) as non-exempt employees; and (4) at any point from June 3, 2017 through August 15, 2022.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify these class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

1 15. This action has been brought and may properly be maintained as a class action under
2 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
3 interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 16. The potential members of the Class as defined are so numerous that joinder of all Class
6 Members is impracticable. While the precise number of members of the Class has not been
7 ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 currently employ, and during the relevant time periods employed, over 50 persons in the State of
9 California who fall within the Class definition.

10 17. Accounting for employee turnover during the relevant period necessarily increases this
11 number. Plaintiff alleges Defendants' employment records would provide information as to the
12 number and location of members of the Class. Joinder of members of the Class is not practicable.

13 **B. Commonality**

14 18. There are questions of law and fact common to the Class that predominate over any
15 questions affecting only individual Class Members. These common questions of law and fact include,
16 without limitation:

- 17 a. Whether Defendants failed to pay all minimum and overtime wages due to
18 Plaintiff and Class Members, in violation of Labor Code §§ 510, 1194, and
19 1194.2;
- 20 b. Whether Defendants failed to properly provide compliant meal periods or
21 compensation in lieu thereof to Plaintiff and Class Members, in violation of
22 Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001;
- 23 c. Whether Defendants failed to properly provide compliant rest periods or
24 compensation in lieu thereof to Plaintiff and Class Members, in violation of
25 Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order 4-2001;
- 26 d. Whether Defendants failed to provide Plaintiff and Class Members with
27 accurately itemized wage statements, in accordance with Labor Code § 226(a),
28 (e);

- 1 e. Whether Defendants failed to timely pay Plaintiff and Class Members all
2 wages due and owing at the separation of their employment, in violation of
3 Labor Code §§ 201-203; and
4 f. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
5 to Business & Professions Code § 17200 *et seq.*

6 **C. Typicality**

7 19. The claims of the named Plaintiff are typical of the claims of members of the Class.
8 Plaintiff and members of the Class sustained injuries and damages arising out of and caused by
9 Defendants' common course of conduct in violation of laws, regulations that have the force and effect
10 of law, and statutes as alleged herein.

11 **D. Adequacy of Representation**

12 20. Plaintiff will fairly and adequately represent and protect the interests of members of
13 the Class. Counsel who represents Plaintiff are competent and experienced in litigating large
14 employment class actions.

15 **E. Superiority of Class Action**

16 21. A class action is superior to other available means for the fair and efficient adjudication
17 of this controversy. Individual joinder of all proposed members of the Class is not practicable, and
18 questions of law and fact common to the proposed Class predominate over any questions affecting
19 only individual members of the proposed Class. Each member of the proposed Class has been
20 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

21 22. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
24 action that would preclude its maintenance as a class action.

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES DUE**

6 **(LABOR CODE §§ 510, 1194, AND 1194.2)**

7 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
8 forth herein.

9 24. During the liability period, Defendants failed to pay Plaintiff and Class Members all
10 minimum and overtime wages due, in violation of Labor Code §§ 510, 1194, and 1194.2. Defendants
11 rounded down the hours reflected on Plaintiff and Class Member's time records to pay fewer hours
12 than were actually worked. On a weekly basis, this rounding deprived Plaintiff and Class Members
13 of significant hours worked. These failures to pay all minimum and overtime wages due constitute
14 violations of Labor Code §§ 510, 1194, and 1194.2.

15 25. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum
16 and overtime wages due, Plaintiff and members of the Class have been deprived of wages in amounts
17 to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest
18 thereon, attorneys' fees, and costs, pursuant to Labor Code § 1194, and liquidated damages pursuant
19 to Labor Code § 1194.2.

20 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS

OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 4-2001)

26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set forth herein.

27. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more compliant meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

28. Defendants failed to pay premium wages to Plaintiff and Class Members who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and a second meal period when they worked shifts greater than ten hours, but were not paid premium wages of one hour's pay for each missed meal period. When they were able to take a meal period, they were oftentimes late, cut short or interrupted. This violates Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

29. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all unpaid meal period compensation which she and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE COMPLIANT REST PERIODS

OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 510, AND 1194 AND IWC WAGE ORDER 4-2001)

30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order 4-2001.

32. Defendants failed to pay premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order 4-2001. Plaintiff and Class Members were routinely not authorized and unable to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. This violates Labor Code 226.7, 510, and 1194 and IWC Wage Order No. 4-2001.

33. Pursuant to Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all rest period compensation which she and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

36. Plaintiff and Class Members were required to incur work-related expenses, including use of their personal cellular phones as part of their work tasks for Defendants, but were not fully reimbursed by Defendants for these expenses.

37. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at the time of trial.

38. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VIII.
FIFTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE
WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))

39. Plaintiff incorporates paragraphs 1 through 38 of this Complaint as though fully set forth herein.

40. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

41. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members were not paid all minimum and overtime wages and premium wages for unauthorized meal and rest periods, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9).

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1 42. Moreover, and independent of the above allegations, the wage statements issued to
2 Plaintiff and Class Members failed to accurately set forth the legal name of the entity that employed
3 them, in violation of Labor Code § 226(a)(8). The wage statements set forth the employing entity as
4 Oakland Charter Academy, an entity which does not exist. Further, the wage statements issued to
5 Plaintiff and Class Members failed to accurately set forth all applicable hourly rates in effect during
6 the pay period and the corresponding number of hours worked, Labor Code § 226(a)(9), because the
7 wage statements simply omit any applicable hourly rates and the corresponding number of hours
8 worked at each rate.

9 43. As a consequence of Defendants' willful conduct in failing to provide Class Members
10 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
11 have not been paid all wages due and were issued wage statements which do not reflect, and fail to
12 accurately state, all information required by Labor Code § 226(a). The missing information cannot
13 be discerned at all from the face of the wage statements themselves. As a result, Plaintiff and Class
14 Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual
15 damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each
16 violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and
17 are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

18 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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IX.
SIXTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
FAILURE TO TIMELY PAY WAGES DUE AT
SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)

44. Plaintiff incorporates paragraphs 1 through 43 of this Complaint as though fully set forth herein.

45. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

46. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, including minimum and overtime wages and premium wages for missed and denied meal and rest periods, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment.

47. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.

48. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 X.

2 SEVENTH CAUSE OF ACTION

3 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

4 UNFAIR COMPETITION PURSUANT TO

5 BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

6 49. Plaintiff incorporates paragraphs 1 through 48 of this Complaint as though fully set
7 forth herein.

8 50. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
9 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
10 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
11 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
12 and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
13 the meaning of Code of Civil Procedure § 1021.5.

14 51. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
15 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
16 appropriate equitable relief.

17 52. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
18 practices.

19 53. Wage and hour laws express fundamental public policies. Properly providing
20 employees with all wages and expense reimbursement due is a fundamental public policy of this State
21 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
22 vigorously minimum labor standards, to ensure that employees are not required or permitted to work
23 under substandard and unlawful conditions, and to protect law-abiding employers and its employees
24 from competitors who lower their costs by failing to comply with minimum labor standards.

25 54. Defendants have violated statutes and public policies. Through the conduct alleged
26 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 55. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
4 §17200 *et seq.* of the Business & Professions Code.

5 56. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
7 17200 *et seq.* of the Business & Professions Code.

8 57. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
9 similarly situated have been damaged in a sum as may be proven.

10 58. Unless restrained by this Court, Defendants will continue to engage in the unlawful
11 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
12 should make such orders or judgments, including the appointment of a receiver, as may be necessary
13 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
14 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
15 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
16 money Defendants have unlawfully failed to pay.

17 **XI.**

18 **EIGHTH CAUSE OF ACTION**

19 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
20 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS**
21 **OF LABOR CODE §§ 201, 202, 204, 226(a), 226.7, 510, 512, 1194, AND 2802 AND**
22 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 210,**
23 **226.3, AND 558**

24 59. Plaintiff incorporates paragraphs 1 through 58 of this Complaint as though fully set
25 forth herein.

26 60. As a result of the acts alleged above, including the Labor Code violations set forth
27 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* Furthermore, and independent
28 of the above allegations, Plaintiff and aggrieved employees were not timely paid their wages due

1 during their employment, in violation of Labor Code §§ 204 and 210. Labor Code § 204 requires
2 employers – like Defendants – to pay their employees on a weekly, bi-weekly or semimonthly basis.
3 Defendants, however, improperly and unlawfully paid their employees on a monthly basis.
4 Defendants did not comply with Labor Code § 204 (and, derivatively, Labor Code § 210) because
5 Defendants failed to pay its employees with sufficient frequency. Defendants also paid Plaintiff and
6 aggrieved employees beyond the time frames required by Labor Code § 204, which requires wages
7 be paid within seven (7) days of the end of any weekly and bi-weekly pay period and within ten (10)
8 days of the end of any semi-monthly pay period. Here, Defendants routinely issued wages eleven (11)
9 or more days after the end of the monthly pay period.

10 61. For each such violation, Plaintiff and all other aggrieved employees are entitled to
11 penalties in an amount to be shown at the time of trial subject to the following formula:

- 12 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
13 each subsequent violation of Labor Code §§ 201, 202, 204, 226(a), 226.7, 510,
14 512, 1194, and 2802; and
- 15 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
16 Code §§ 210, 226.3, and 558.

17 54. Penalties recovered will be allocated 75% to the Labor and Workforce Development
18 Agency, and 25% to the affected employees.

19 55. On March 30, 2021, Plaintiff sent a letter, by online submission to the LWDA and by
20 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
21 violations alleged against Defendant, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
22 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
23 calendar days of March 30, 2021. Plaintiff may therefore commence this action to seek civil penalties
24 pursuant to Labor Code § 2698 *et seq.*

25 Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as
26 described below.

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XI.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid minimum and overtime wages due to Plaintiff and Class Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
4. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
5. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
6. For reimbursement of all expenses incurred by Plaintiff and Class Members pursuant to Labor Code § 2802;
7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other aggrieved employees;
9. An award of prejudgment and post-judgment interest;
10. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 2699(g)(1), 2802, and other applicable law;
11. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 2699(g)(1), 2802, and other applicable law; and
12. Such other and further relief as this Court may deem just and proper.

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1 Dated: August 17, 2022

Respectfully submitted,

2 GAINES & GAINES
3 A Professional Law Corporation

4 By: _____
5 DANIEL F. GAINES
6 EVAN S. GAINES
7 Attorney for Plaintiff

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

10 Dated: August 17, 2022

Respectfully submitted,

11 GAINES & GAINES
12 A Professional Law Corporation

13 By: _____
14 DANIEL F. GAINES
15 EVAN S. GAINES
16 Attorney for Plaintiff

EXHIBIT 2

**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. Julia Spain, Dept. 520

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

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$560,000 to pay claims to all individuals who worked for Amethod Public Schools (“Defendant”) as non-exempt employees in California at any time between June 3, 2017 and August 15, 2022 (“Settlement Class”) and/or as non-exempt employees in California at any time between March 30, 2020 and August 15, 2022 (“PAGA Group”).
- The settlement resolves a lawsuit alleging that Defendant failed to pay all minimum and overtime wages due; provide compliant meal and rest periods or premium compensation in lieu thereof; timely pay wages on designated pay dates; reimburse all business-related expenses; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements, and maintain required employee records The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$196,000 as attorneys’ fees and \$15,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against Amethod Public Schools about the legal claims that were brought in this case except that the PAGA Group may not exclude themselves from the PAGA resolution herein.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 3, 2021, Plaintiff Zohra Jayaraman ("Plaintiff"), a former employee of Amethod Public Schools, filed this lawsuit in the Alameda County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between June 3, 2017 and August 15, 2022 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not provided all minimum and overtime wages due; compliant meal and rest periods or premium compensation in lieu thereof; were not paid wages on designated pay dates; were not reimbursed all business-related expenses; were not timely issued final wages upon separation of employment; and were not issued accurate and complete itemized wage statements. The Settlement seeks recovery of wages, business-related expenses incurred, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Peter Choi, Esq.
Fernando A. Vicente, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all individuals who worked for Amethod Public Schools as non-exempt employees in California at any time between June 3, 2017 and August 15, 2022.

C. Who is in the PAGA Group?

The Settlement includes a PAGA Group inclusive of all individuals who worked for Amethod Public Schools as non-exempt employees in California at any time between March 30, 2020 and August 15, 2022.

D. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendant will pay \$560,000 (the "Maximum Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Maximum Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

- (a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed \$196,000;
- (b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$15,000;
- (c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed \$7,500 for her service in the lawsuit;
- (d) **Settlement Administration Costs** which are currently estimated to not exceed \$12,000, for administering the settlement; and
- (e) **PAGA Payment** in the total amount of \$40,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or \$30,000, shall be paid to the California Labor and Workforce Development Agency. The remaining 25% or \$10,000, shall be included in the Net Settlement Proceeds for payment to members of the PAGA Group.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

E. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant Amethod Public Schools and its respective present and former parents, owners, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives ("Released Parties") from any and all Released Claims which arose during their employment in a non-exempt position in California during the Class Period.

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff and all members of the PAGA Group, whether or not they opt out of the class settlement, will be deemed to have fully released and discharged the Released Parties from any and all claims under the Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, encompassed in the Released Claims, which arose during their employment in a non-exempt position in California during the PAGA Period.

The "Released Claims" include any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, which accrued during the Class Period during employment in a non-exempt position in California, that are alleged in the Action (as to be amended in a First Amended Complaint at the preliminary approval stage to add direct class claims based on the same theories as alleged in the operative complaint), or could have been alleged in the Action based on Defendant's alleged failure to provide meal and rest breaks or pay premium pay in lieu thereof, pay daily or weekly overtime and double time wages, pay minimum wages, timely pay all wages during and at separation of employment, furnish accurate itemized wage statements, maintain required employee records, and indemnify employees for business expenses, in violation of (among other laws) Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802 2698-2699.5, any provision of the Industrial Welfare Commissions Orders, or California's Unfair Competition Law.

F. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form).

The Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds by the total workdays worked by all participating Class Members in California in a non-exempt position during the Class Period, which will yield the applicable workday rate. The workday rate shall be multiplied by the number of workdays each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield their Individual Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount equal to their individual workdays worked in California in a non-exempt position during the Class Period multiplied by the workday rate.

For tax purposes, each non-PAGA portion of the Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% to penalties and interest (reported on an IRS Form 1099). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

The PAGA portion of the Individual Payment Amounts will be calculated by dividing the \$10,000 of the Net Settlement Proceeds allocated to the PAGA Group by the total workdays worked by all PAGA Group members in California in a non-exempt position during the PAGA Period, which will yield the applicable PAGA workday rate. The PAGA workday rate shall be multiplied by the number of workdays each individual participating PAGA Group member worked for Defendant in California in a non-exempt position during the PAGA Period to yield the PAGA portion of their Individual Payment Amount. Each PAGA Group member will receive an Individual Payment Amount for the PAGA allocation of the settlement equal to their individual workdays worked in California in a non-exempt position during the PAGA Period multiplied by the PAGA workday rate.

The PAGA portion of each the Individual Payment Amounts will be apportioned 100% to penalties (reported on an IRS Form 1099, if required by law). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [REDACTED] workdays while employed as a non-exempt employee in California from June 3, 2017 through August 15, 2022 and [REDACTED] workdays while employed as a non-exempt employee in California from March 30, 2020 through August 15, 2022. Based on these days worked, you are entitled to an Individual Payment Amount of approximately \$[REDACTED]. If you opt out of the Settlement Class, your Individual Payment Amount will be approximately \$[REDACTED]. These amounts are subject to change based on the final ruling of the Court.

Please be advised that the individual data above regarding **your estimated workdays** is presumed to be correct unless you submit documentation proving otherwise. If you disagree with your workday estimate, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than , 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

G. When Will I Be Paid?

After the Court grants approval of the settlement, you will receive your Individual Payment Amount in three installments over three years, with the first payment to be paid on approximately July 15, 2023, and the final two payments to be paid on approximately March 15, 2025 and October 1, 2025.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on , at 8:30 a.m., in the Courtroom of Judge Julia Spain of the Alameda County Superior Court, Department 520, located at 24405 Amador Street, Hayward, CA 94544. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than . The Settlement Administrator’s address is [**Settlement Administrator address**].

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [**Settlement Administrator address**]. Written objections must be postmarked no later than .

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case (except that you will be bound by the PAGA release in section E above, whether you opt out or not) and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by sending a letter to the Settlement Administrator at the above-stated address. The letter must include (i) your name, address, telephone number, and social security number (last four digits) or employee ID number, (ii) your signature and date, and (iii) an express request to be excluded from the class. Your exclusion request must be postmarked no later than [REDACTED] or it will be rejected.

There is no right for any member of the Settlement Class to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Settlement Agreement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number], or Gaines & Gaines, APLC, Counsel for the Class, at (866) 550-0855.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**