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HECTOR ALMAZAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HECTOR ALMAZAN, individually, and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General;

Plaintiff,

vs.

HATHAWAY-SYCAMORES CHILD AND
FAMILY SERVICES, a California non-
profit corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV12008

*Assigned for All Purposes to: Hon. Elihu M.
Berle, Dept. 6*

**DECLARATION OF HEATHER DAVIS,
ESQ. IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: May 29, 2025

Time: 9:00 A.M.

Dept: 6

Complaint Filed: March 29, 2021

Trial Date: None Set

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I, Heather Davis, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, attorneys of record for named Plaintiff HECTOR ALMAZAN ("Plaintiff"). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions involving some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work, and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviewing hundreds of putative class members as well as drafting extensive state, federal, and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike

1 and/or dismiss; removing actions from state court to federal court; drafting and responding to
2 written discovery; drafting and opposing discovery related motions; arguing discovery related
3 motions; drafting motions to consolidate related matters; interviewing putative class members and
4 obtaining declarations in connection with class certification; drafting oppositions to motions for
5 class certification; drafting motions for decertification following class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
7 prevailing at class certification and potential damages resulting from such claims; drafting
8 mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs and
9 putative class members; deposing retained expert witnesses; and defending the depositions of
10 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception
11 of a matter through and beyond class certification.

12 6. During my practice in other jurisdictions and continuing today, I have been
13 primarily devoted to working in employment law and on complex class action and representative
14 litigation and multi-plaintiff work.

15 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
16 of employees against employers in California involving claims relating to violations of the
17 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
18 premiums, failure to any meal and rest premiums and failure to provide accurate wage records.
19 The practice of employment law is a very specific, narrow field which requires diligence in an
20 ever-evolving field of substantive and procedural law.

21 8. Although not exhaustive, below is a representative list of several of the wage and
22 hour class actions that I performed substantial work on while I was an attorney with Littler
23 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
24 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592 (San Bernardino County Superior Court class
25 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki*
26 *v. United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica,*
27 *Inc.*, 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*
28 *Coldwell Banker Residential Brokerage Co.*, BC417335 (Los Angeles County Superior Court,

1 class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA
2 (Central District class action settlement).

3 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
4 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
5 employees for which final approval of the settlement or class certification has been granted,
6 including, but not limited to the following:

- 7 • *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court
8 wage and hour class action certifying class of independent contractors and appointing
9 Protection Law Group, LLP as class counsel);
- 10 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court
11 wage and hour class action certifying class of all non-exempt employees and
12 appointing Protection Law Group, LLP as class counsel);
- 13 • *Morera v. Continental Assets Mgmt.*, BC502003 (Los Angeles County Superior Court
14 wage and hour class action appointing Protection Law Group, LLP as class counsel in
15 settlement);
- 16 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497-VC (United States District Court,
17 Northern District of California, wage and hour class action settlement and
18 appointment Protection Law Group, LLP as class counsel in settlement);
- 19 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County
20 Superior Court wage and hour Class action appointing Protection Law Group, LLP as
21 class counsel in settlement);
- 22 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court
23 wage and hour class action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court
26 wage and hour class action);
- 27 • *Glenn v. Decron Properties Corp.*, BC578035 (Los Angeles County Superior Court
28 wage and hour class action appointing Protection Law Group, LLP as class counsel in

- 1 settlement);
- 2 • *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and
- 3 hour class action appointing Protection Law Group, LLP as class counsel in
- 4 settlement);
- 5 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court
- 6 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 7 settlement);
- 8 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage
- 9 and hour class action appointing Protection Law Group, LLP as class counsel in
- 10 settlement);
- 11 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court
- 12 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 13 settlement);
- 14 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage
- 15 and hour class action appointing Protection Law Group, LLP as class counsel in
- 16 settlement);
- 17 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
- 18 District of California appointing Protection Law Group, LLP as class counsel in
- 19 settlement);
- 20 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV530405 (San Mateo County
- 21 Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 22 class counsel in settlement);
- 23 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County
- 24 Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 25 class counsel in settlement);
- 26 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour
- 27 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 28 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage

1 and hour class action appointing Protection Law Group, LLP as class counsel in
2 settlement);

3 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County
4 Superior Court wage and hour class action appointing Protection Law Group, LLP as
5 class counsel in settlement);

6 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
7 Arbitration Association wage and hour class action appointing Protection Law Group,
8 LLP as class counsel in settlement);

9 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
10 Court wage and hour class action appointing Protection Law Group, LLP as class
11 counsel in settlement);

12 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior
13 Court wage and hour class action appointing Protection Law Group, LLP as class
14 counsel in settlement);

15 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior
16 Court wage and hour class action appointing Protection Law Group, LLP as class
17 counsel in settlement);

18 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento County
19 Superior Court wage and hour class action appointing Protection Law Group, LLP as
20 class counsel in settlement);

21 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San
22 Bernardino County Superior Court wage and hour class action appointing Protection
23 Law Group, LLP as class counsel in settlement);

24 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior
25 Court wage and hour class action appointing Protection Law Group, LLP as class
26 counsel in settlement);

27 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino
28 County Superior Court wage and hour class action appointing Protection Law Group,

- 1 LLP as class counsel in settlement);
- 2 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court
- 3 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 4 settlement);
- 5 • *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento
- 6 County Superior Court wage and hour class action appointing Protection Law Group,
- 7 LLP as class counsel in settlement);
- 8 • *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and
- 9 hour class action appointing Protection Law Group, LLP as class counsel in
- 10 settlement);
- 11 • *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and
- 12 hour class action appointing Protection Law Group, LLP as class counsel in
- 13 settlement);
- 14 • *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court
- 15 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 16 settlement);
- 17 • *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior
- 18 Court wage and hour class action appointing Protection Law Group, LLP as class
- 19 counsel in settlement);
- 20 • *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior
- 21 Court approving PAGA Settlement);
- 22 • *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior
- 23 Court approving PAGA Settlement);
- 24 • *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court
- 25 approving PAGA Settlement);
- 26 • *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior
- 27 Court approving PAGA Settlement);
- 28 • *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County

- Superior Court approving PAGA Settlement);
- *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement);
 - *Marin v. Community Convalescent Center of Montclair, Inc. dba Community Extended Care of Montclair*, CIVDS2015732 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Tiscareno, et al. v. Broadway Typewriter Company, Inc. dba Arey Jones Educational Solutions*, BC695668 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Collie, et al. v. The ICEE Company, et al.*, CIVDS1611741 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and
 - *Sanchez, et al. v. Community Tree Service, Inc.*, CIVSB2116442 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement).

10. I am fully familiar with the legal and factual issues in the Action and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

11. The Settlement presented here only resulted after having engaged in extensive discovery and investigation and is the product of hard-fought litigation and extensive arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable, adequate, and in the best interest of the Class, Aggrieved Employees, and the State of California.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

12. Defendant HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES ("Defendant") is a behavioral health and child welfare agency that provides programs and services

1 to children, young adults, adults, and families throughout California. Defendant employed
2 Plaintiff to work as an hourly-paid, non-exempt employee from approximately October 2019 to
3 February 4, 2021. *See also* Declaration of Hector Almazan in support of Motion for Preliminary
4 Approval of Class Action and PAGA Settlement (“Almazan Decl.”) ¶ 2.

5 13. On March 25, 2021, Plaintiff provided notice to the California Labor and
6 Workforce Development Agency (“LWDA”) and Defendant of his intent to seek civil penalties
7 pursuant to the Private Attorneys General Act (the “PAGA”) for violations of California wage
8 and hour laws. A true and correct copy of Plaintiff’s March 25, 2021, Notice to the LWDA is
9 attached hereto as **Exhibit 1**.

10 14. On March 29, 2021, Plaintiff filed a class action complaint with the Los Angeles
11 County Superior Court, Case No. 21STCV12008, against Defendant alleging the following nine
12 (9) causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest
13 Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Failure to
14 Provide Accurate Wage Statements; (7) Unreimbursed Business Expenses; (8) Failure to Pay
15 Accrued Vacation; and (9) Violation of California Business & Professions Code § 17200, *et seq.*

16 15. After more than sixty-five (65) days since the mailing for Plaintiff’s PAGA Notice
17 Letter and the LWDA not having indicated that it intended to investigate the violations discussed
18 in the PAGA Notice Letter, on June 2, 2021, Plaintiff filed a First Amended Class and
19 Representative Action Complaint (“FAC”) adding a tenth (10th) cause of action under PAGA.

20 16. On July 22, 2021, Defendant filed its Motion to Compel Plaintiff’s Claims to
21 Arbitration. The Motion was set to be heard on October 4, 2021, at 9:00 a.m.

22 17. While Defendant’s Motion to Compel Arbitration was pending, Plaintiff and
23 Defendant (collectively the “Parties”) extensively met and conferred regarding the claims,
24 defenses, and attending private mediation. Initially the Parties reserved a February 8, 2022,
25 mediation date with Kelly Knight.

26 18. On September 17, 2021, the Parties submitted a joint stipulation to continue the
27 October 4, 2021, hearing on Defendant’s Motion to Compel Arbitration to a date after March
28 2022.

1 19. On September 21, 2021, Plaintiff filed his Opposition to Defendant’s Motion to
2 Compel Arbitration. Defendant’s Motion to Compel Arbitration was continued to March 8, 2022,
3 pursuant to the Parties’ joint stipulation.

4 20. Prior to the February 8, 2022, scheduled mediation, Defendant’s counsel requested
5 a continuance of the mediation due to an unexpected emergency. Mediation was cancelled.

6 21. After full briefing and oral arguments, on March 8, 2022, the Court denied
7 Defendant’s Motion thus allowing Plaintiff to proceed with his lawsuit.

8 22. On March 9, 2022, Plaintiff served Defendant with Form Interrogatories-General
9 Set One; Demand for Production of Documents, Set One; and Special Interrogatories, Set One.
10 As part of Plaintiff’s Special Interrogatories, Plaintiff included a proposed *Belaire-West* Notice
11 and emailed the proposed notice to Defendant’s counsel in Word for Defendant’s review and
12 direct input/edit if any.

13 23. On April 19, 2022, the Parties filed their Joint Informal Discovery Conference
14 (“IDC”) Statement over an impasse reached in meeting and conferring regarding the form and
15 content of the *Belaire-West* Notice. The IDC was held on May 16, 2022. The *Belaire-West* Notice
16 was mailed to the putative class members on June 27, 2022.

17 24. Meanwhile, the Parties continued discussions regarding mediation and agreed to
18 attend mediation with Kim Deck, Esq., a mediator with substantial experience handling wage and
19 hour matters, for August 29, 2022.

20 25. On July 12, 2022, the Parties executed and filed a Joint Stipulation Regarding
21 Discovery and Mediation.

22 26. On August 19, 2022, Defendant filed and served its Notice of Appeal Designating
23 Record on Appeal regarding the Court’s denial of Defendant’s Motion to Compel Arbitration.

24 27. In advance of mediation, Defendant provided Plaintiff’s Counsel with extensive
25 informal discovery including all relevant policies and handbooks in place during the Class Period,
26 which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the
27 payment of wages and other relevant areas of investigation, a randomly selected 20% sampling
28 of time and payroll data for the putative class, and figures and information regarding the class

size and composition. The randomly-selected 20% sampling included records for putative class members who were employed throughout different time periods during the Class Period, that is representative of the Class. With this data for the Class, Plaintiff's Counsel and their retained expert were able to perform a comprehensive damages analysis and estimate Defendant's potential violations, liability, and exposure, including, and not limited to, analyzing time and pay data, considering potential meal period violations, potential rest period violations, potential synthetic meal period recordings, unpaid and rest period premiums, rounding, overtime and premium payments, etc. This discovery and investigation allowed Plaintiff's Counsel to perform a comprehensive damages analysis and estimate Defendant's potential liability.

28. After extensive review of the mediation documents and other information, on August 29, 2022, the Parties attended a full day mediation. At the mediation, the Parties engaged in intensive settlement discussions during which they debated their respective positions and exchanged views regarding the strengths and weaknesses of the alleged claims, but despite the help of the mediator were unable to reach an agreement.

29. Following the failed mediation, on August 26, 2022, Defendant filed Appellant's Opening Brief, Appendix of Evidence, and Certificate of Interested Parties in the Second District Court of Appeals, for Defendant's appeal from the Court's denial of the Motion to Compel Arbitration.

30. The Parties still continued discussions regarding continued mediation and/or settlement. On or about December 2022, the Parties met and conferred and agreed to attend a second mediation with the Hon. Daniel J. Buckley (Ret.) and set a date of April 18, 2023.

31. Defendant's Counsel provided updated information as to the putative class members including the number of current employees, workweeks and pay periods.

32. On April 18, 2023, during the last mediation session with the Hon. Daniel J. Buckley (Ret.), the Parties again engaged in intensive settlement discussions during which they debated their respective positions and exchanged views regarding the strengths and weaknesses of the alleged claims, but despite the help of the mediator were again unable to reach an agreement.

1 33. Also on April 18, 2023, Defendant represented to Plaintiff that it was undergoing
2 significant financial difficulties that would impact its ability to fund a class-wide judgment and
3 potentially proceed with litigation; Defendant represented it would not be able to fund a
4 settlement beyond the range contemplated by the Parties without it being destructive to the
5 business.

6 34. Although the Parties were unable to reach an agreement at mediation, the Parties
7 agreed to provide Defendant additional time to compile financial documents that would
8 substantiate its claims of financial distress. Defendant provided Plaintiff with confidential
9 financial records including multiple years' worth of Balance Sheets, General Ledgers, and
10 extensive tax documents. Plaintiff's Counsel then provided them to an outside financial expert to
11 confirm Defendant's representations.

12 35. Following the review of the confidential financial documents and information
13 supplied by Defendant, and with the help of the mediator, the Hon. Buckley (Ret.), the Parties
14 were eventually able to reach an agreement to settle the matter on a class and representative basis
15 for a Gross Settlement Amount of \$500,000.00, based on Defendant's current financial condition.
16 Thereafter, the Parties executed a Memorandum of Understanding which memorialized the key
17 settlement terms.

18 36. Based on information discovered throughout the course of the litigation, on
19 September 29, 2022, Plaintiff, by online filing with the LWDA and by certified mail to Defendant,
20 submitted an Amended PAGA Notice with the LWDA. A true and correct copy of the September
21 29, 2023, Amended PAGA Notice is attached hereto as **Exhibit 2**.

22 37. On December 6, 2023, the Parties stipulated to permit Plaintiff leave to file a
23 Second Amended Complaint. As permitted by the Court, the Second Amended Complaint was
24 filed on December 11, 2023.

25 38. The Parties worked diligently to negotiate and memorialize the terms of a long
26 form settlement agreement. On December 12, 2023, after extensive discussions and multiple
27 revisions to the agreement, the Parties entered into a fully executed Joint Stipulation of Class
28 Action and PAGA Settlement ("Settlement Agreement" or "Settlement"). A true and correct copy

of the Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit 3** (hereinafter “Settlement” or “Settlement Agreement”).

39. On December 13, 2023, Plaintiff filed for preliminary approval of the Agreement. Plaintiff’s Motion was to be heard on January 19, 2024.

40. On January 8, 2024, the Court, on its own motion, continued the hearing on Plaintiff’s Motion for Preliminary Approval until February 29, 2024, at 10:00 a.m.

41. On February 29, 2024, the Court conferred with counsel and ordered Plaintiff to fix a couple of issues with his Motion for Preliminary Approval. The Court continued the February 29, 2024, hearing until April 18, 2024, to allow Plaintiff time to draft and file an Amended Joint Stipulation of Class Action and PAGA Settlement (“Amended Settlement Agreement” or “Amended Settlement”) and a Supplemental Declaration and Proposed Order.

42. Thereafter, the Court continued the hearing on Plaintiff’s Motion for Preliminary Approval of the Amended Settlement to May 28, 2024, at 9:00 a.m.

43. On May 28, 2024, the Court approved Plaintiff’s Motion for Preliminary approval, and , the Court found on a preliminary basis that the settlement was fair, reasonable, and adequate.

44. After submitting the Notice and the Court’s Order granting Preliminary Approval to the Settlement Administrator, Defendant’s Counsel submitted the Class data to the Settlement Administrator. The Settlement Administrator’s preliminary calculations evidenced a higher Workweek count worked by the Class during the Class Period which Defendant through their counsel confirmed. There were approximately 94,093 Workweeks at issue during the Class Period (for an increase of approximately 10.28%). In light of the increased number of Workweeks and pursuant to paragraph 40 of the Settlement Agreement (the escalation clause), there was an increase to the Gross Settlement Amount by 0.28% from \$500,000.00, to \$501,399.40.

45. On June 5, 2024, the Court granted the Parties executed and filed an Amended Order Granting Plaintiffs’ Motion for Preliminary Approval and Increasing the Gross Settlement Amount. In its June 5, 2024, Order, the Court entered an Amended Order granting preliminary approval of the Settlement and ordering distribution of Notice to the Class. A true and correct copy of the Amended Order Granting Plaintiff’s Motion for Preliminary Approval and Increasing

the Gross Settlement Amount is attached hereto as **Exhibit 4**.

46. Pursuant to the Court's Order, the Settlement Administrator mailed Notice to the Class Members on July 2, 2024. The deadline for Class Members to opt-out or object to the Settlement was September 3, 2024. The deadline for the Settlement Administrator to submit a final report regarding opt-outs and objections was September 20, 2024.

47. Plaintiff's Motion for Final Approval needed to be filed by August 2, 2024, well before the Notice period ended, or the final report was due. Paragraph 32 of the Settlement Agreement states that the Response Deadline shall be sixty (60) days for Class Members submit Requests for Exclusion, objections or disputes. Paragraph 32 also states that the Response Deadline shall be extended fifteen (15) days for any Class Members who are re-mailed to submit Requests for Exclusion, Objections, or Disputes. *See* Settlement Agreement ¶32.

48. Therefore, on July 24, 2024, the Parties filed a Joint Stipulation to Continue the hearing on Plaintiff's Motion for Final Approval to November 4, 2024. The Parties' Joint Stipulation was denied.

49. On September 10, 2024, Plaintiff filed his Motion for Final Approval of Class Action and PAGA Settlement ("MFA").

50. On September 18, 2024, Plaintiff filed a Supplemental Declaration of Madely Nava of Apex Class Action Administration in Support of MFA.

51. On September 19, 2024, the Court issued a Notice that continued Plaintiff's MFA Hearing from October 4, 2024, to January 16, 2025.

52. On January 6, 2025, the Court again issued a Notice that continued Plaintiff's MFA Hearing from January 16, 2025, to May 29, 2025, at 9:00 a.m.

I. REASONABLENESS OF THE TERMS OF THE SETTLEMENT

53. Plaintiff seeks final approval of a Class and PAGA Settlement with Defendant. The Settlement provides for: (1) a Gross Settlement Amount of \$501,399.40; (2) Class Counsel Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, \$175,489.79); (3) actual litigation costs and expenses incurred by Class Counsel in the amount of \$25,297.99; (4) payment of \$50,000.00 in PAGA penalties including \$37,500.00 to the LWDA

1 and \$12,500.00 to employees who worked during the PAGA Period; (5) payment of \$14,000.00
2 to the Settlement Administrator; and (6) the requested Class Representative Service Payments to
3 named Plaintiff of \$7,500.00. The result is a Net Settlement Amount (“NSA”) of \$229,111.62
4 which will be distributed to a Settlement Class consisting of 890¹ participating individuals who
5 worked for Defendant as hourly-paid, non-exempt employees in California at any time from
6 March 29, 2017, to July 17, 2023.

7 54. The preliminarily approved settlement is the result of intense and hotly contested
8 litigation between the Parties. The Parties engaged in extensive formal and informal discovery
9 and investigations in the Action. Indeed, prior to settlement of this matter, Class Counsel spent a
10 substantial amount of time researching and investigating the claims in the Action. This included
11 legal research regarding the applicable Labor Code Sections, reviewing and analyzing the Class
12 Members’ time and pay records, as well as their relevant employment policies, practices, and
13 procedures. Class Counsel conducted substantial investigation into the alleged claims for Plaintiff
14 as well as potential complicating factors to bringing these claims to trial. Prior to mediation, Class
15 Counsel conducted a class-wide assessment and analysis of potential damages. This analysis and
16 extensive investigations permitted Class Counsel to effectively and intelligently negotiate the
17 Settlement.

18 55. Reaching an agreement in the Action was not easy. The relationship between the
19 Parties was adversarial and at many points during the litigation settlement seemed unlikely.
20 Indeed, the Parties engaged in two mediations with the Hon. Daniel J. Buckley (Ret.), a highly
21 respected mediator with particular experience in wage and hour class actions. During the
22 mediations, the Parties engaged in extensive settlement negotiations with each other and with the
23 mediator. The settlement negotiations were at arms’ length and, although conducted in a
24 professional manner, were adversarial.

26 ¹ As of the date of filing this motion, four (4) Class Members have requested to be excluded. The deadline
27 for Class Members to request exclusion from, or object to the Settlement was October 7, 2024. Plaintiff
28 filed an updated declaration from the Settlement Administrator confirming the number of opt-outs.

1 56. Defendant at all times maintained that it had complied with California wage and
2 hour laws. Similarly, Plaintiff was prepared to vigorously litigate the disputes including through
3 class certification and trial and were actively planning the discovery necessary to obtain class
4 certification and prove these claims in the event a settlement could not be reached. Defendant also
5 raised potential defenses and other circumstances that impacted the risk of proceeding on a class-
6 wide basis. The proposed Settlement was reached at the end of a process that was neither
7 fraudulent nor collusive. To the contrary, counsel for the Parties advanced their respective
8 positions throughout the mediation process and with the help of the mediator the Parties were able
9 to reach an agreement to resolve these claims.

10 57. Class Counsel conducted extensive formal and informal discovery and
11 investigation in this matter. Prior to mediation Defendant produced all written policies, time and
12 payroll records for the Class, and other relevant documents and data points that allowed Plaintiff
13 to conduct a class-wide analysis of Defendant's potential damages. Class Counsel thoroughly
14 reviewed this discovery and conducted a class-wide assessment and analysis of Defendant's
15 potential damages based on the documents and information provided. The Parties extensively
16 briefed these issues and provided their analyses to the mediator for his consideration. This
17 investigation allowed Class Counsel to act intelligently in negotiating the settlement.

18 58. Based on my experience, and as discussed extensively in Plaintiff's motion for
19 preliminary approval, I believe this Settlement represents a fair and reasonable compromise of
20 the Class's claims against Defendant. Defendant vigorously contested its liability and raised
21 defenses regarding both the manageability of these claims at trial and the merits of the individual
22 claims. This included arguments regarding the potential for individualized issues with respect to
23 Plaintiff's meal period claims, rest period claims, and claims regarding off-the-clock work.

24 59. Based on my experience litigating similar and complex matters and the history of
25 this litigation, I would reasonably expect a vigorous and lengthy defense to both class certification
26 and merits absent a settlement with substantial risk that Class Members could be forced to wait
27 years and incur additional costs for the same or possibly worse result. The substantial economic
28 uncertainty of businesses during the COVID-19 pandemic only highlights the value of such a

1 guaranteed result.

2 60. To date, no member of the Settlement Class has filed an objection or requested to
3 opt out of the Settlement.

4 61. Accordingly, the factors assessed by Class Counsel both here and in the motion
5 for preliminary approval, strongly support the conclusion that the settlement is not only presumed
6 fair but is reasonable.

7 **II. THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION**

8 62. The Settlement Administrator for this matter is Apex Class Action Administrators
9 (“Settlement Administrator”) as approved by the Court.

10 63. My office provided the Settlement Administrator with the Court-approved text for
11 the Class Notice on June 5, 2024. *See* Declaration of Madely Nava of Apex Class Action (“Apex
12 Decl.”) ¶ 4. The Class Notice included the formula for determining the estimated sum to be paid
13 to each individual from the Net Settlement and stated each Class Members’ estimated Individual
14 Settlement Payment.

15 64. On June 18, 2024, counsel for Defendant provided the Settlement Administrator
16 with the Class Mailing List. The Class List contained 890 individuals with a total of 94,093
17 Workweeks, which exceeds the 85,322 maximum Workweeks per the Settlement Agreement by
18 8,771 Workweeks, for a 10.28% (\$1,399.40) increase to the Gross Settlement Amount. *See* Apex
19 Decl. ¶ 5.

20 65. There are 890 Class Members, which includes 607 Aggrieved Employees. Apex
21 Decl. ¶ 5.

22 66. Class Counsel provided the Settlement Administrator with the Amended Court-
23 approved text for the Notice which accounted for the increase to the Gross Settlement Amount on
24 June 26, 2024. Apex Decl. ¶ 6.

25 67. On August 7, 2024, Notice Packets were mailed to all 890 Class Members. Apex
26 Decl. ¶ 8.

27 68. As September 9, 2024, there have been 42 Notice Packets re-mailed as a result of
28 the Settlement Administrator’s skip-tracing efforts

69. Initially, forty-five (45) Notice Packets were returned to the Settlement Administrator. None of the forty-five (45) returned Notice Packets included a forwarding address. The Settlement Administrator performed a skip trace on these forty-five (45) Notice Packets. As a result of the skip trace, forty-two (42) updated addresses were obtained, and the Notice Packets were promptly re-mailed to those Settlement Class Members. Specifically, forty-two (42) were re-mailed as a result of the Settlement Administrator's skip tracing efforts. In sum, forty-two (42) Notice Packets were re-mailed thus resulting in three (3) undeliverable Notices. Apex Decl. ¶¶ 8-10.

70. To date, there has been no objections to the Settlement, four (4) requests for exclusion, and no disputes. The deadline for Class Members to submit workweek disputes, request exclusion from, or object to the Settlement expires on October 7, 2024. Apex Decl. ¶¶ 12, 13. Plaintiff will submit a declaration from the Settlement Administrator detailing the final results of the Notice Procedure no later than September 24, 2024 (10 days before the Final Fairness hearing) per the Court's Order.

71. According to the terms of the Settlement Agreement, within thirty (30) calendar days of the Effective Date of the Settlement (as defined in the Settlement Agreement), Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (1) Individual Class Payments for all Participating Class Members; (2) Individual PAGA Payments to all Aggrieved Employees; (3) the LWDA PAGA Payment; (4) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (5) the Class Representative Service Payments to Plaintiff; and (6) Settlement Administration Costs. *See* Settlement Agreement ¶¶ 4.3, 4.4.

III. CLASS COUNSEL FEES

72. Class Counsel seeks attorneys' fees in the amount of \$175,489.79, which is thirty-five percent (35%) of the Gross Settlement Amount. The percentage award of the attorneys' fees is commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a

1 contingency basis, knowing that there would likely be a long battle with a premier defense firm;
2 (2) the time, effort and expense dedicated to the case; (3) the skill and determination this case has
3 required; (4) the results have achieved throughout the litigation; and (5) the value of the settlement
4 achieved for Class Members, Aggrieved Employees, and the State of California.

5 73. Protection Law Group, LLP is a small law firm specifically devoted to the
6 representation of employees against employers in California involving claims relating to
7 violations of the California Labor Code, including claims for failure to pay all wages owed, failure
8 to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate
9 wage records. The practice of employment law is a very specific, narrow field which requires
10 diligence in an ever-evolving field of substantive and procedural law. Class Counsel have devoted
11 significant time and attention to this matter on a contingent basis. The significant time and
12 attention spent on this matter was time we could not spend on other cases or clients.

13 74. As discussed above, my office undertook extensive investigation, analysis, and
14 research prior to filing the lawsuits, during litigation, mediations, and after the mediations. This
15 included attending client meetings; attending hearings with the Court; extensively meeting and
16 conferring with Defendant's Counsel on various issues; and conducting legal research on
17 unanticipated and remote legal defenses. Then, in advance of the mediations, Class Counsel
18 reviewed and analyzed extensive time and payroll data. Indeed, Class Counsel analyzed numerous
19 documents and pages of time and payroll data. Further, Class Counsel participated in case strategy
20 and analysis, drafting, reviewing, revising pleadings, meeting and conferring with Defendant, and
21 preparing for and attending two mediations. Class Counsel participated in extensive negotiations
22 at mediation and then spent substantial time drafting and revising the Class Action and PAGA
23 Settlement Agreement. A settlement was achieved despite all of the obstacles that had to be
24 overcome, because Class Counsel used their complex wage-and-hour litigation experience and
25 skills to obtain the Settlement.

26 75. In addition to the time and effort required, this matter also required substantial skill
27 to litigate. Defendant also retained well-respected counsel and denied liability. Defendant and their
28 counsel felt very strongly about their ability to ultimately prevail in the Action and mounted

several defenses that posed significant threats to class certification and the manageability of the Action at trial, challenged the theories of Class Counsel, and posed problems moving forward. Class Counsel also were required to contend with the challenge of reviewing and analyzing substantial amounts of class data in order to determine Defendant's underlying practices.

76. There were also substantial risks with respect to this matter that Class Counsel were required to evaluate and overcome before reaching a successful settlement. For instance, Defendant raised issues with Plaintiff's meal period claims. Although Plaintiff maintains that Defendant maintained unlawful meal period policies and practices, Defendant argued their policies and practices were lawful. Class Counsel had to consider that the Court could find validity to this individualized proof defense.

77. Defendant also challenged Plaintiff's ability to sufficiently prove the alleged rest period violations as Defendant was not required to record these breaks. Based on Class Counsel's discovery and investigation, Class Counsel believes Defendant failed to permit employees to be relieved for their rest period. However, Defendant claimed that they allowed employees to take their state mandated rest periods and that their practices comply with California law. Given the lack of records demonstrating rest period violations, there were legitimate concerns that Plaintiff would not be able to certify these claims or prove substantial damages even assuming a uniform practice could be established.

78. Plaintiff would also face challenges certifying and proving liability for his minimum wage and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed by the Class Members both before and after their shift and as the result of timekeeping errors by Defendant. While Class Counsel believes a uniform and systemic practice could be established regarding these time edits, this claim was not certain and would be an extremely complex and hotly disputed issue. Plaintiff would also require substantial evidence to establish a pattern and practice that pressured employees to work off-the-clock and the individualized nature of such damages presented legitimate concerns regarding the manageability of the cases.

79. There were also substantial risks to evaluate associated with Plaintiff's waiting

1 time penalties and wage statement claims as these claims are derivative of Plaintiff's previous
2 claims and if certification was denied on those underlying claims, these claims would also likely
3 fail. Even if Plaintiff prevailed on his underlying off-the clock claims, he would still be required
4 to demonstrate that Defendant's violations of Labor Code section 203 were willful violations, a
5 difficult prospect.

6 80. Additionally, this case was litigated on a contingent basis. Had Class Counsel not
7 been successful the time devoted to this matter would have been for naught and Class Counsel
8 would not have received any fee or any reimbursement for any of the expenses incurred on behalf
9 of the Class. Class Counsel has borne all the risks and costs of litigation and will not receive any
10 compensation until recovery is obtained in this case. The COVID-19 crisis and resulting economic
11 uncertainty only highlights the substantial risk imposed in taking this type of case on a contingent
12 basis. Circumstances can arise swiftly and for reasons beyond any parties' control. Class Counsel
13 could have invested years of time and effort, and they could ultimately have received no
14 compensation for it. This risk is a relevant factor when considering the reasonableness of Class
15 Counsel's requested fee.

16 81. Furthermore, my office also needed to consider the imminent and sweeping
17 changes and reformed penalty structures that will affect PAGA beginning in 2025. A ballot
18 measure was to be voted on in November 2024 to repeal PAGA and replace it with the Fair Pay
19 and Employer Accountability Act. However, in late June 2024, the Governor reached an
20 agreement with business groups, insurance companies, and legislative leadership, and instead
21 enacted reform bills AB 2288, and SB 92.

22 82. When the new bills (AB 2288 and SB 92) are enacted, PAGA standing
23 requirements will be heightened. With limited exceptions, an aggrieved employee under PAGA
24 must now have "personally suffered" the Labor Code violation. The standing requirement is a
25 significant change as prior courts have permitted plaintiffs broad standing to bring PAGA claims
26 for any Labor Code violation. In addition, the aggrieved employee must have suffered the Labor
27 Code violation within a one-year statute of limitations period.

28 83. Under AB 2288, and SB 92, the existing penalty structure is significantly

1 reformed. Some of the major changes that will occur are: (i) reduced penalties – subsequent
2 violations has been replaced and limited to violations that are “malicious, fraudulent, or
3 oppressive,” or the employer had an adjudication within the last five years that its practice was
4 unlawful; (ii) reduced penalties – Labor Code § 226 penalties are capped at \$25 per employee,
5 down from \$100 per employee; (iii) penalties will be capped for employers who take “reasonable
6 steps” to comply with the Labor Code – capped at 15% if reasonable steps are taken prior to
7 receiving a PAGA notice, and capped at 30% if reasonable steps are taken after receiving a PAGA
8 notice; (iv) employers who “cure” alleged violations may be able to avoid paying penalties
9 entirely – for example, an employee is made “whole” once they receive all unpaid wages owed
10 dating back three years plus 7% interest, liquidated damages if requires by statute, and reasonable
11 lodestar attorneys’ fees and costs; (v) “derivative penalties” are eliminated and the bills now state
12 that plaintiffs cannot recover for § 201 - § 204 and § 226 that are in addition to the civil penalty
13 collected for the underlying unpaid wage violation; and (vi) a reduction in penalties for employers
14 who are paying weekly, reducing them by one-half. These sweeping changes cannot be ignored
15 as they will come into full force and effect in January 2025.

16 84. Plaintiff agreed to a fee of thirty-five percent (35%), and to date, this has not been
17 objected to by any member of the Class. I am aware that the common and acceptable rate for
18 representation in wage-and-hour class action litigation is normally twenty-five (25) to thirty-five
19 (35) percent. A fee of thirty-five percent (35%) is appropriate here because of the excellent result
20 achieved for the class despite the substantial risks described above including the risk that the Class
21 Members could recover nothing at all.

22 85. While the requested fee is a proper and commonly requested percentage of the
23 common fund, the fee request is also justified under a simple lodestar analysis.

24 86. Including myself, Protection Law Group includes nine (9) attorneys, all of whom
25 actively and continuously represent plaintiffs in employment class actions and representative
26 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in
27 various Federal courts. Because of the unique history and nature of our practice, all of the
28 attorneys at Protection Law Group have a high level of knowledge and experience in labor and

1 employment law. Besides myself, the following attorneys at Protection Law Group worked on
2 this matter:

3 i. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
4 Nayebdadash received his Bachelor of Arts degree from University of California,
5 Los Angeles in 1998 and a Juris Doctor degree from Pepperdine University School
6 of Law in 2003. He was admitted to practice law in California in November of
7 2004, and has been admitted to practice in all federal district courts in the State of
8 California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash
9 worked at Littler Mendelson, P.C., the largest labor and employment law firm in
10 the United States. In 2013, Mr. Nayebdadash and I founded Protection Law
11 Group LLP. Since the inception of Protection of Law Group, LLP, Mr.
12 Nayebdadash has focused his practice on the representation of employees against
13 employers in California. Mr. Nayebdadash has extensive experience in all aspects
14 of employment litigation, with a focus on wage and hour class and representative
15 action, including, but not limited to taking and defending depositions, briefing and
16 arguing motions, preparing for class certification, negotiating complex wage and
17 hour settlements, trial and appeal.

18 ii. Susan Huerta – (Former) Senior Attorney at Protection Law Group, LLP. Ms.
19 Huerta received her Bachelor's of Science degree from California State University,
20 Northridge and a Juris Doctor degree from Southwestern Law School. Ms. Huerta
21 was admitted to practice in California in June 2008 and is admitted to practice law
22 in all California Federal Courts and United States Court of Appeals for the Ninth
23 Circuit. Prior to joining Protection Law Group, LLP, Ms. Huerta's practice focused
24 on representing plaintiffs in individual employment and class actions. Since joining
25 Protection Law Group, LLP, Ms. Huerta's practice has focused solely on the
26 representation of employee plaintiffs in complex wage and hour class and
27 representative actions. Mr. Burton has extensive experience briefing and arguing
28 motions, and managing written discovery.

1 iii. Brendan J. Burton – Senior Associate at Protection Law Group, LLP. Mr. Burton
2 received his Bachelor of Arts degree from the University of San Diego and a Juris
3 Doctor degree from California Western School of Law. Mr. Burton was
4 admitted to practice in California in December 2018 and is admitted to practice
5 law in all California Federal Courts and United States Court of Appeals for the Ninth
6 Circuit. Prior to joining Protection Law Group, LLP, Mr. Burton’s practice
7 focused on recovering damages for injured victims. Since joining Protection Law
8 Group, LLP, Mr. Burton’s practice has focused solely on the representation
9 of employee plaintiffs in complex wage and hour class and representative actions.
10 Mr. Burton has extensive experience briefing and arguing motions, and
11 managing written discovery.

12 iv. Shadi Sahebghalam – Associate at Protection Law Group, LLP. Ms. Sahebghalam
13 received her Bachelor of Liberal Arts degree from University of California, Los
14 Angeles and a Juris Doctor degree from Pacific Coast University, School of Law.
15 Ms. Sahebghalam was admitted to practice in California in April 2022 and is
16 admitted to practice law in Eastern and Southern Districts of California Federal
17 Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam’s practice
18 focused on representing plaintiffs in individual employment discrimination cases
19 and wage and hour disputes in state and federal court as well as arbitration. After
20 joining Protection Law Group, LLP, Ms. Sahebghalam’s practice has focused
21 solely on the representation of employee plaintiffs in complex wage and hour class
22 and representative actions.

23 87. My current billing rate and the actual rate I charge clients on an hourly basis is
24 \$800 per hour. My partner, Amir Nayebdadash’s current billing rate and the actual rate he charges
25 clients on an hourly basis is \$750 per hour. Ms. Huerta is a Senior Associate with Protection Law
26 Group and has a current billing rate of \$725 per hour. Mr. Burton is a Senior Associate with
27 Protection Law Group and has a current billing rate of \$575 per hour. Ms. Sahebghalam is an
28 Associate at Protection Law Group and has a current billing rate of \$400 per hour. While the

overwhelming majority of my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained on an hourly basis to handle employment-law related issues.

88. Based on my familiarity with prevailing market rates for work of similar complexity in California, including my extensive involvement in fee application work on my own behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market rate for work of similar complexity performed by attorneys of similar skill and experience. I have extensive knowledge of the prevailing hourly rates in the community for work of similar nature and complexity to the work in this case. My experience and knowledge in this regard comes from a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my familiarity with fee application orders in other cases; and (c) my independent research and knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity with rates charged in other law firms; and (d) my independent reading and research regarding law firm billing rates.

89. As such, it is my opinion that our requested hourly rates of \$800.00 for myself, \$750.00 for Mr. Nayebedadash, \$725.00 for Ms. Huerta, \$575.00 for Mr. Burton, and \$400.00 for Ms. Sahebghalam, and the use of a blended rate of at least \$650.00 for Protection Law Group based on the work performed in this matter is well within the range of a reasonable rates for attorneys of our skill, knowledge, experience, and ability.

90. Protection Law Group has spent a total of 393.80 hours on the Action. Applying a blended rate of \$650.00 per hour, this results in a total lodestar value of for Protection Law Group. Attached hereto as **Exhibit 5** is a time and task sheet detailing the estimated hours spent on the different tasks associated with this Action.

91. This settlement represents an outstanding result at the conclusion of hotly contested litigation. The settlement provides Class Members an average payment of approximately \$252.27 and a high payment of \$691.39. In Class Counsel's view, these amounts equal or exceed many of the payments achieved in similar litigation. While each matter faces its own unique challenges and circumstances that can make direct comparison difficult, the overwhelming value obtained for the Class here demonstrates the outstanding results obtained

1 and should be an important factor in the Court's decision to approve the requested multiplier and
2 ultimately Class Counsel's requested fee.

3 92. Also, as noted above, this case was litigated on a contingent basis, meaning that
4 my office bore all the risks should this matter have failed and still bears the risk the risk of taking
5 whatever actions are necessary if Defendant fails to pay. This risk is particularly acute in light of
6 the broad economic uncertainty facing many businesses as a result of the COVID-19 pandemic
7 and the broad economic uncertainty faced by all employers during this challenging time. Class
8 Counsel took on the risk that they could ultimately recover nothing from the litigation if they were
9 unsuccessful or if the organization experienced the financial difficulties faced by so many
10 organizations. These increased risks were real, challenging, and significantly increased the
11 contingent risk associated with this matter.

12 93. This matter precluded other work that my firm may have taken on. My office and
13 my co-counsel committed substantial time and resources to litigating these cases that were unable
14 to be directed elsewhere.

15 94. Further, despite being litigated on a contingent basis, this matter was very risky
16 and involved analysis and investigation regarding complex questions surrounding class
17 certification, required substantial investigation and complex data analysis to determine
18 Defendant's underlying practices.

19 95. Given the complex nature of these claims and daunting legal challenges, I believe
20 there are very few law firms who could have obtained the settlement obtained here by Class
21 Counsel. Class Counsel has devoted themselves to pursuing and understanding these types of
22 cases and were able litigate this matter despite risks that may have dissuaded other counsel from
23 pursuing these cases.

24 96. I believe that the efforts of Class Counsel have resulted in substantial benefits to
25 the Settlement Class, in the form of a substantial settlement fund established to compensate Class
26 Members for Defendant's wage and hour violations. Through the efforts of Class Counsel and
27 Plaintiff in this Action, a fair and reasonable resolution has been reached that includes a non-
28 reversionary settlement payment by Defendant of \$501,399.40. I am informed and believe that,

1 without the efforts of my office and co-counsel, the Labor Code and Wage Order violations
2 alleged in the Complaint would have gone completely unremedied. The \$175,489.79 in fees
3 provided for in the Settlement is therefore reasonable given the result achieved.

4 **IV. CLASS COUNSELS' COSTS**

5 97. To date, Class Counsel has borne all risks and costs of litigation and will not
6 receive any compensation until recovery is obtained by Plaintiff and the members of the
7 Settlement Class. Protection Law Group has incurred \$25,297.99 to date. I anticipate and would
8 request the Court approve an additional \$391.96 in future costs associated with the filing of this
9 motion, filing the final report and other costs necessary to fully resolve the Action. This is a
10 conservative estimate based on my prior experience regarding the costs incurred as part of the
11 final approval process. These costs were necessary for the resolution of the Action, and I would
12 request that the Court award Protection Law Group \$25,689.95 to cover the costs and expenses
13 associated with this litigation. The requested reimbursement of \$25,689.95 is \$4,310.05 less than
14 the \$30,000.00 earmarked toward costs in the Settlement Agreement. These savings will be
15 distributed to the Class. Attached hereto as **Exhibit 6** is a costs sheet detailing the various costs
16 incurred by Protection Law Group associated with this Action as of September 9, 2024.

17 **V. PLAINTIFF' CLASS REPRESENTATIVE SERVICE PAYMENTS**

18 98. Here, the requested \$7,500.00 service payment to Plaintiff Hector Almazan is
19 justified. It is very common in my experience for Class and PAGA Representatives to recover
20 approximately \$7,500.00 as an enhancement/service award. Here, the amount is justified because
21 of the extensive time Plaintiff has spent and the assistance he provided to Class Counsel.

22 99. Plaintiff has been intimately involved in the prosecution of the Action and served
23 as an indispensable resource to Class Counsel. Plaintiff has taken actions throughout the litigation
24 to protect the interests of the those he now represents. Plaintiff provided valuable information
25 regarding allegations and kept himself informed of the developments in the Action and
26 participated in decisions concerning the Action. Plaintiff also provided verified discovery
27 responses to Defendant's formal discovery requests. The information and documentation
28 provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in the

1 Action, and the recovery provided for in the Settlement Agreement would have been impossible
2 to obtain without their participation.

3 100. Additionally, Plaintiff has also agreed to a much broader individual release than
4 that agreed to by the rest of the Class. *See* Almazan Decl. ¶ 16; Settlement Agreement ¶ 5.1.

5 101. Moreover, Plaintiff faces actual risks with his future employment and new career
6 by putting himself on public record in an employment lawsuit. As this Court is aware, prospective
7 employers conduct searches on job applicants. One type of search is to learn about applicants'
8 litigation history. These searches are easy to run on the internet and relatively inexpensive.
9 Plaintiff also faced the potential imposition of costs if the lawsuit was unsuccessful.

10 102. As a result of Plaintiff's actions, 886 employees have the opportunity to participate
11 in a settlement, reimbursing them for wage violations they may have never known about or been
12 willing to pursue on their own. If these Class Members would have each tried to pursue their legal
13 remedies on their own, that would have resulted in each having to expend a significant amount of
14 their own monetary resources and time, which were obviated by Plaintiff putting themselves on
15 the line on behalf of these other Class Members.

16 103. As such, Plaintiff did more than simply lend his name for the lawsuit, and Class
17 Counsel believes he deserves the requested Class Representative Service Payment.

18 **VI. PAYMENT TO THE SETTLEMENT ADMINISTRATOR**

19 104. The Settlement Agreement calls for the award of up to \$14,000.00 to the
20 Settlement Administrator, Apex Class Action Administrators, for the costs associated with
21 administration of the settlement. The Settlement Administrator is a necessary third-party who has
22 performed substantial services on behalf of the putative class including sending the notice and the
23 administration of future settlement payments. Accordingly, I would request that the Court award
24 Apex Class Action Administrators \$14,000.00 for the services performed in this Action.

25 **VII. NOTICE TO THE LWDA**

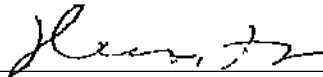
26 105. On May 2, 2025, my office submitted a copy of the fully executed Joint Stipulation
27 of Class Action and PAGA Settlement, as well as information regarding the final approval hearing
28 on this matter to the California Labor Workforce Development Agency via online filing at

1 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A

2 true and correct copy of an email confirming submission of the Settlement to the LWDA on May
3 2, 2025, is attached hereto as **Exhibit 7**.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on May 2, 2025.

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8 
9 _____
Heather Davis

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EXHIBIT 1



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March 25, 2021
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VIA ONLINE FILING

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Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Hector Almazan v. Hathaway-Sycamore Child & Family Services

Dear Representative:

This office represents Hector Almazan ("**Mr. Almazan**") with respect to his claims under the California Labor Code against Hathaway-Sycamore Child & Family Services ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Almazan from approximately October 2019 to February 4, 2021, as an hourly, non-exempt employee. During his employment with Employer, Mr. Almazan was employed as a Program Support Specialist at Employer's location at 2933 N. El Nido, Altadena, CA 91001. Employer is a mental and social services provider.

Mr. Almazan intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Almazan is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Almazan's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 5. The claims made on behalf of Mr. Almazan and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Almazan and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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March 25, 2021
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First, Employer regularly required Mr. Almazan and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Almazan and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; and (2) perform work after clocking out for the end of their shift. Mr. Almazan and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Almazan and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Almazan and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Almazan and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. Almazan and Aggrieved Employees, which resulted in a failure to pay Mr. Almazan and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Almazan and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Almazan and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Almazan and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Almazan and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Almazan and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Almazan and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Almazan and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Almazan and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and



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March 25, 2021
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prevented Mr. Almazan and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Almazan and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Almazan and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, pages, intercom announcements, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Almazan and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Almazan and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Almazan and Aggrieved Employees take legally-compliant 10-minute periods. Employer required Mr. Almazan and Aggrieved Employees to work through rest periods. Mr. Almazan and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Almazan and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Almazan and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Almazan and other Aggrieved Employees from taking timely and complete rest periods



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because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Almazan and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Almazan and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, pages, intercom announcements, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Almazan and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Almazan and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), and 1198.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Almazan and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Almazan and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the correct rates of pay, and meal and rest premiums owed. Accordingly, Employer violated California Labor



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Code section 226(a).

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Almazan and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Almazan and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, personal protective equipment related to COVID-19.

Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, "...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Mr. Almazan and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.



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Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Almazan and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Almazan and Aggrieved Employees to work off-the-clock without compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Almazan and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Almazan and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Almazan may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Amir Nayebdadash', is written over a horizontal line.

Amir Nayebdadash



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March 25, 2021
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Notice provided to Employer via Certified Mail (7018 0360 0000 1635 7263)

Hathaway-Sycamores Child and Family Services
100 W. Walnut St., Suite 375
Pasadena, CA 91124

Notice provided to Employer via Certified Mail (7018 0360 0000 1635 7270)

Debra Kay Manners, Agent for Service
100 Walnut Street, Suite 375
Pasadena, CA 91124

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EXHIBIT 2



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September 29, 2023
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VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Hector Almazan v. Hathaway-Sycamore Child & Family Services

Dear Representative:

This office represents Hector Almazan ("**Mr. Almazan**") with respect to his claims under the California Labor Code against Hathaway-Sycamore Child & Family Services ("**Employer**"). This **amended** notice is being sent simultaneously to Employer by certified mail. This **amended** notice identifies additional claims for violation of Labor Code §§ 226(e) and 558.

Employer employed Mr. Almazan from approximately October 2019 to February 4, 2021, as an hourly, non-exempt employee. During his employment with Employer, Mr. Almazan was employed as a Program Support Specialist at Employer's location at 2933 N. El Nido, Altadena, CA 91001. Employer is a mental and social services provider.

Mr. Almazan intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Almazan is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Almazan's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(e), 226.7, 227.3, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 5. The claims made on behalf of Mr. Almazan and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Almazan and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employer regularly required Mr. Almazan and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Almazan and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift (e.g., unlocking Employer's premises and disarming its alarm system) and/or after clocking out for the end of their shift (e.g., locking Employer's premises and arming its alarm system); (3) answer calls from Employer's management personnel, and (4) work remotely while off-the-clock. Mr. Almazan and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Almazan and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Almazan and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Almazan and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. Almazan and Aggrieved Employees, which resulted in a failure to pay Mr. Almazan and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Mr. Almazan and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Almazan and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Almazan and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Almazan and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Almazan and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Almazan and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Almazan and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Almazan and Aggrieved Employees did take a meal period, their meal



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periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Almazan and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Almazan and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Almazan and other Aggrieved Employees remain on-call and respond to work-related requests at all times and/or work remotely while clocked out, including during meal periods, which included responding to telephone calls, pages, intercom announcements, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Almazan and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Almazan and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Almazan and Aggrieved Employees take legally-compliant 10-minute periods. Employer required Mr. Almazan and Aggrieved Employees to work through rest periods. Mr. Almazan and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Almazan and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently



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interrupted or cut short. Moreover, Mr. Almazan and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Almazan and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Almazan and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Almazan and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Almazan and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, pages, intercom announcements, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Almazan and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Almazan and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7(a), and 1198.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Almazan and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.



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5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Almazan and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the correct rates of pay, and meal and rest premiums owed. Accordingly, Employer violated California Labor Code sections 226(a) and 226(e)(2)(B)(i).

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Almazan and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Almazan and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, personal protective equipment related to COVID-19, expenses for the use of their personal cell phone, cellular data and home internet for work-related duties, and costs associated with employees' uniforms.

Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, "...whenever a contract of employment or employer



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policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.” During the relevant time period, Employer failed to pay Mr. Almazan and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys’ fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Almazan and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer’s practices of requiring Mr. Almazan and Aggrieved Employees to work off-the-clock without compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Almazan and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Almazan and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Almazan and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys’ fees and costs.

10. CALIFORNIA LABOR CODE SECTION 558

Pursuant to Labor Code section 558(a) “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid”

Labor Code section 558(c) further provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” During the relevant time period, Employers were an employer or person acting on behalf of an employer(s) who violated Mr. Almazan’s and Aggrieved Employees’ rights by violating various sections of the California Labor Code.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Almazan may



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seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. In particular, pursuant to California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Almazan seeks penalties for violations of California Labor Code sections §§ 201, 202, 203, 204, 226, 226(a), 226(e), 226.7, 227.3, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Amir Nayebdadash', is written over a horizontal line.

Amir Nayebdadash

Notice provided to Employer via Certified Mail (9414 7118 9956 2076 1103 88)

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BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Boulevard, 18th Floor
Encino, CA 91436

Notice provided to Employer via Certified Mail (9414 7118 9956 2076 1184 83)

Debra Kay Manners, Agent for Service
840 N. Avenue 66
Los Angeles, CA 90042

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EXHIBIT 3

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – SPRING STREET**
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14 HECTOR ALMAZAN, individually, and on
15 behalf of others similarly situated and as an
16 aggrieved employee and Private Attorney
General,

17 Plaintiff,

18 vs.

19 HATHAWAY-SYCAMORES CHILD AND
20 FAMILY SERVICES, a California nonprofit
21 corporation; and DOES 1 through 50,
inclusive,

22 Defendants.
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Case No.: 21STCV12008

*Assigned for All Purposes to: Hon. Elihu M.
Berle, Dept. 6*

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

Complaint Filed: March 29, 2021

Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Hector Almazan, individually and on behalf of the Settlement Class, and Defendant Hathaway-Sycamores Child and Family Services.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Heather Davis, Amir Nayebdadash, and Priscilla Gamino of the Protection Law Group, LLP.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee

of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

7. “Class Period” means the period from March 29, 2017, to July 17, 2023.

8. “Class Representative” means Plaintiff Hector Almazan in his capacity as representative of the Participating Class Members.

9. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the Release of Additional Claims & Rights by Plaintiff as provided in paragraph 69.

10. “Court” means the Superior Court of the State of California for the County of Los Angeles.

11. “Defendant” means Hathaway-Sycamores Child and Family Services.

12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the day after the deadline for filing a notice of appeal and no such appeal being filed; or (c) if any timely appeals are filed, the day after the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of Five Hundred Thousand Dollars (\$500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant. This is the maximum total payment in connection with the settlement of the Action, including the Appeal, and includes (1) Class Counsel’s fees; (2) Class Counsel’s Costs; (3) Settlement Administration Costs; (4) Class Representative

Enhancement Payment to Plaintiff; (5) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members; (6) the payments to Class Members; and all other payments provided by this Settlement, other than applicable employer-side payroll taxes.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

16. “Net Settlement Amount” means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Payment to the LWDA and PAGA Members.

17. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known address, and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

19. “PAGA Notices” refers to the original and amended letters submitted by Plaintiff to the LWDA advising the LWDA of Plaintiff’s intention to seek penalties for alleged violations of the California Labor Code.

20. “PAGA Payment” means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$37,500.00) will be paid to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$12,500.00) will be

distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Payment regardless of their decision to participate in the Class Action if the PAGA Payment is approved by the Court.

21. “PAGA Period” means the period from March 25, 2020, to July 17, 2023.

22. “PAGA Members” means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

23. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

24. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

25. “Plaintiff” means Hector Almazan.

26. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

27. “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees’ social security number or employee ID number; (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action including the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages, double time wages, and failure to pay other wages of any kind during employment; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to reimburse or indemnify necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to pay wages timely; (viii) failure to maintain accurate employment records; (ix) failure to pay all

1 accrued vacation / paid time off wages; and (x) unfair business practices that could have been
2 premised on the claims, causes of action or legal theories of relief described above or any of the
3 claims, causes of action or legal theories of relief pleaded in the operative Complaint.

4 29. “Released PAGA Claims” means all claims for civil penalties under the California
5 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
6 alleged both in either of the PAGA Notices provided to the LWDA and in the operative Complaint
7 for the PAGA Period.

8 30. “Released Parties” means Defendant Hathaway-Sycamores Child and Family
9 Services and each of its former and present directors, officers, shareholders, owners, attorneys,
10 insurers, employees, predecessors, successors, and assigns.

11 31. “Request for Exclusion” means a valid and timely written statement submitted by
12 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
13 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
14 four digits of the Class Member’s Social Security number and/or the Employee ID number and
15 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be
16 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
17 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
18 of claims arising under the PAGA.

19 32. “Response Deadline” means the date sixty (60) calendar days after the Settlement
20 Administrator mails Notice to Class Members and the last date on which Class Members may
21 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
22 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
23 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
24 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)
25 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,
26 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline
27 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
28 may also be extended by express agreement between Class Counsel and Defendant. Under no

1 circumstances, however, will the Settlement Administrator have the authority to unilaterally
2 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
3 Settlement.

4 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 34. "Settlement Administrator" means Apex Class Action Administration. The Parties
6 each represent that they do not have any financial interest in the Settlement Administrator or
7 otherwise have a relationship with the Settlement Administrator that could create a conflict of
8 interest.

9 35. "Settlement Administration Costs" mean the costs payable from the Gross
10 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
11 but not limited to, translating the Notice, printing, distributing, and tracking documents for this
12 Settlement, calculating/confirming the class member Workweeks from the information contained
13 in the Class List, calculating each Participating Class Member's Individual Settlement Payment,
14 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
15 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
16 as requested by the Parties. Settlement Administration Costs shall not exceed Fourteen Thousand
17 Dollars (\$14,000.00).

18 36. "Settlement Class Members" shall mean all Participating Class Members as
19 described in paragraph 59 and the PAGA Members.

20 37. "Workweek" shall mean any calendar week (*i.e.*, a week beginning on Sunday and
21 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

22 **TERMS OF AGREEMENT**

23 38. Amended Complaint: Plaintiff will file an amended complaint to add the claims,
24 facts and theories asserted in the amended PAGA Notice sent by Plaintiff on or around September
25 29, 2023. Defendant agrees to stipulate to the filing of this amendment to occur in advance of or
26 in connection with the filing of Plaintiff's Motion for Preliminary Approval.

27 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
28 all applicable employer-side payroll taxes following Final Approval by the Court and within

twenty-one (21) days of the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

40. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that, as of April 12, 2023, the Class Members worked a total of 85,322 Workweeks during the Class Period. If the actual number of workweeks, as of April 12, 2023, is greater than 10% of this estimate, then Defendant has the option to either (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (*i.e.*, if there is an 11% increase in the number of workweeks from March 29, 2017 to April 12, 2023, Defendant agrees to increase the Gross Settlement Amount by 1%), or (2) elect to end the Class Period and PAGA Period on an earlier date in order to limit the Workweeks to 10% more than the estimate provided as of April 12, 2023, in lieu of paying any increase to the Gross Settlement Amount.

41. Funding of the Gross Settlement Amount: Within twenty-one (21) calendar days of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

42. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the LWDA; (c) the Class

Representative Enhancement Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

43. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative Enhancement Payment is in exchange for the Release of Additional Claims & Rights by Plaintiff (paragraph 69) and for his time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Fourteen Thousand Dollars (\$14,000.00).

46. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. Twelve-Thousand Five Hundred Dollars (\$12,500.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period.

PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the Class settlement.

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	500,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	175,000.00
Class Counsel's Costs:	\$	30,000.00
PAGA Payment	\$	50,000.00
Settlement Administration Costs:	\$	14,000.00
Estimated Net Settlement Amount	\$	223,500.00

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The

Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

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

50. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Translate the Notice from English to Spanish.
- d) Print and mail the Notice in English and Spanish.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Process Requests for Exclusion, field inquiries from Class Members.
- g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment online at Settlement Administrator's website.

51. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

52. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

53. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address changes.
2 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
3 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
4 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
5 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
6 determine the correct address using a skip-trace, or other search using the name, address and/or
7 Social Security number of the Class Member involved, and will then perform a single re-mailing.
8 If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable
9 to a current employee, then Defendant shall make all reasonable efforts to obtain the current
10 address from the Class Member and provide the same within seven (7) calendar days of notice
11 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
12 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
13 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an objection, or
14 Workweek Dispute to the Settlement.

15 54. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
16 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
17 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
18 respective Class Member worked for Defendant during the Settlement Class Period; (e) each
19 Class Member's estimated Individual Settlement Payment and the formula for calculating
20 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines
21 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
22 or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the
23 final approval hearing.

24 55. Disputed Information on Notice: Class Members will have an opportunity to
25 dispute the information provided in their Notice. To the extent Class Members dispute the number
26 of Workweeks with which they have been credited or the amount of their Individual Settlement
27 Payment, Class Members may produce evidence to the Settlement Administrator showing that
28 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's

1 records will be presumed determinative. However, if a Class Member produces evidence to the
2 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
3 Member and the Parties will make the final decision as to the number of eligible Workweeks that
4 should be applied and/or the Individual Settlement Payment to which the Class Member may be
5 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

6 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as
7 to the requirements listed herein, that Class Member will be given an opportunity to cure the
8 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
9 business days of receiving the defective submission to advise the Class Member that his or her
10 submission is defective and that the defect must be cured to render the Request for Exclusion
11 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
12 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
13 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
14 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
15 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
16 untimely.

17 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
18 Class settlement must sign and postmark a written Request for Exclusion to the Settlement
19 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
20 Member's name, address, telephone number, and the last four digits of the Class Member's Social
21 Security number and/or the Employee ID number and (b) a clear statement requesting to be
22 excluded from the settlement of the class claims. The date of the postmark on the return mailing
23 envelope receipt confirmation will be the exclusive means to determine whether a Request for
24 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
25 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
26 Requests for Exclusion that were timely submitted. All Class Members who do not request
27 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
28 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective

as to the release of claims arising under the Private Attorneys General Act.

58. Defendant's Right to Rescind: If Five Percent (5%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

60. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employee's full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Member's objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise

1 encourage Participating Class Members to submit written objections to the Settlement or appeal
2 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
3 to any objections to this Settlement.

4 61. Certification Reports Regarding Individual Settlement Payment Calculations: The
5 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
6 which certifies: (a) the number of Class Members who have submitted valid Requests for
7 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
8 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
9 Administrator will provide to Counsel for both Parties any updated reports regarding the
10 administration of the Settlement Agreement as needed or requested.

11 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
12 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
13 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
14 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
15 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
16 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
17 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
18 their checks until such time that they claim their property. The Parties agree that this disposition
19 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
20 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
21 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,
22 Defendant will not be required to pay any interest on such amounts. The Individual Settlement
23 Payments provided to Participating Class Members and to PAGA Members shall prominently
24 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
25 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
26 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for
27 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds
28 will result from the Settlement.

63. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

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

66. No Prior Assignments: The Parties and their Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

67. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

68. Release by the State of California and LWDA: As of the date on which Defendant fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released Parties of and from the Released PAGA Claims that could have been asserted under PAGA based on the facts alleged in the PAGA Notices provided to the LWDA and in the Operative Complaint. A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee portion of the PAGA Payments and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their Class claims.

69. Release of Additional Claims & Rights by Plaintiff: The Settlement of this Action does not include, settle, or absolve Defendant with respect to Plaintiff's single plaintiff claims of which Defendant has been put on notice of on or about February 1, 2023, which includes: (i) Discrimination in Violation of the California Fair Employment and Housing Act ("FEHA"); (ii) Failure to Accommodate and Failure to Engage in an Interactive Process in Violation of FEHA in violation of Government Code § 12940(m)-(p), 2 California Code of Regulations § 12926(p), 2 California Code of Regulations § 11068(c), and California Government Code 2 California Code of Regulations § 12940(n); (iii) Retaliation in Violation of the FEHA, California Government Code § 12940(m)(2), California Government Code § 12940(1)(4); and (iv) Retaliation in

Violation of California Labor Code Section 1102.5 (the “Single Plaintiff Action”). The Settlement of this Action, including the Released Class Claims and Release of PAGA Claims, shall have no impact on Plaintiff’s right to assert claims or pursue remedies or damages, including loss of wages or earnings and for emotional distress and psychological injury, in the Single Plaintiff Action, except to the extent Plaintiff releases wage and representative claims in accordance with the Released Class Claims and Release of PAGA Claims.

70. Neutral Employment Reference: Defendant agrees that that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant’s employment of Plaintiff, Defendant shall only provide Plaintiff’s dates of employment and job titles during employment. Defendant shall not refer to the Action or this Settlement.

71. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

72. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the

Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion, objections to the Settlement Agreement, or Workweek Disputes, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

1 76. Entire Agreement: This Settlement Agreement and any attached Exhibits
2 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
3 or oral agreements may be deemed binding on the Parties.

4 77. Amendment or Modification: Subject to the Court's approval, this Settlement
5 Agreement may be amended or modified only by a written instrument signed by counsel for all
6 Parties or their successors-in-interest.

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

10 79. California Law Governs: All terms of this Settlement Agreement and Exhibits
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 80. Execution and Counterparts: This Settlement Agreement is subject only to the
13 execution of all Parties. However, the Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
15 of the signature page, will be deemed to be one and the same instrument provided that counsel
16 for the Parties will exchange among themselves original signed counterparts.

17 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
18 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
19 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
20 litigation, taking into account all relevant factors, present and potential. The Parties further
21 acknowledge that they are each represented by competent counsel and that they have had an
22 opportunity to consult with their counsel regarding the fairness and reasonableness of this
23 Settlement.

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

28 83. Waiver of Certain Appeals: Upon final approval of the settlement, the Parties agree

1 to waive and/or dismiss any appeals, and to stipulate to class certification for purposes of this
2 Settlement only; except, however, that either party may appeal any court order that materially
3 alters the Settlement Agreement's terms. Should the Court of Appeal in the Appeal set a briefing
4 schedule, during the settlement process, the parties will advise the Court of Appeal of the pending
5 settlement and ask that the Court hold the parties' briefing obligation in abeyance pending final
6 approval of the settlement, or take similar appropriate action.

7 84. Class Action Certification for Settlement Purposes Only: The Parties agree to
8 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
9 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
10 that certification for purposes of the Settlement is not an admission that class action certification
11 is proper under the standards applied to contested certification motions and that this Agreement
12 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
13 should be certified, (b) Defendant is liable to Plaintiff or any Class Member, other than according
14 to the Settlement's terms, or (c) that any agreement to arbitrate Defendant contends Plaintiff or
15 any Class Member entered into is invalid or unenforceable for any reason, including waiver.

16 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
18 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
19 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
20 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
21 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
22 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
23 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
24 as an admission or concession by Defendant of any such violations or failures to comply with any
25 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
26 Agreement and its terms and provisions shall not be offered or received as evidence in any action
27 or proceeding to establish any liability or admission on the part of Defendant or to establish the
28 existence of any condition constituting a violation of, or a non-compliance with, federal, state,

1 local or other applicable law.

2 86. Captions: The captions and section numbers in this Agreement are inserted for the
3 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
4 provisions of this Agreement.

5 87. Waiver: No waiver of any condition or covenant contained in this Settlement
6 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
7 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
8 right or remedy.

9 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
10 such disputes shall be submitted to the Hon. Daniel Buckley (Ret.) for consultation.

11 89. Enforcement Action: In the event that one or more of the Parties institutes any
12 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
13 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
14 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
15 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16 90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
17 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
18 strictly against one Party than another merely by virtue of the fact that it may have been prepared
19 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
20 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

21 91. Representation By Counsel: The Parties acknowledge that they have been
22 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
23 and that this Agreement has been executed with the consent and advice of counsel and reviewed
24 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
25 Agreement.

26 92. All Terms Subject to Final Court Approval: All amounts and procedures described
27 in this Settlement Agreement herein will be subject to final Court approval.

28 93. Cooperation and Execution of Necessary Documents: The Parties agree to

cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their Counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendant further agrees that it will not oppose Plaintiff's motion for preliminary approval or motion for final approval.

94. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's motion for preliminary approval except to (1) the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

95. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

DATED: 12/8/2023

DocuSigned by:



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Plaintiff Hector Almazan

DATED: Dec 12, 2023

Harriet Boyd

Harriet Boyd (Dec 12, 2023 19:10 PST)

Defendant Hathaway-Sycamores Child and Family Services

Name: Harriet Boyd

Title: Chief Finance Officer

1 **Approved as to Form:**

2 **PROTECTION LAW GROUP, LLP**

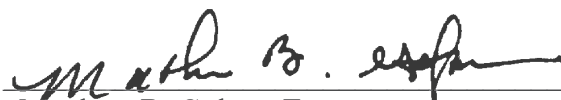
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5 DATED: December 8, 2023



Heather Davis
Attorneys for Plaintiff

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8 **BALLARD ROSENBERG GOLPER & SAVITT, LLP**

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10 DATED: Dec. 12, 2023



Matthew B. Golper, Esq.
Attorneys for Defendant

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EXHIBIT 4



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Attorneys for Plaintiff
HECTOR ALMAZAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

HECTOR ALMAZAN, individually, and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General;

Plaintiffs,

vs.

HATHAWAY-SYCAMORES CHILD AND
FAMILY SERVICE, a California non-profit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV12008

*Assigned for All Purposes to: Hon. Elihu M.
Berle, Dept. 6*

CLASS ACTION

AMENDED [PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Hearing Date: May 28, 2024

Hearing Time: 9:00 a.m.

Dept: 6

Complaint Filed: March 29, 2021

Trial Date: None Set

[PROPOSED] ORDER

The Motion of Plaintiff HECTOR ALMAZAN (“Plaintiff”) for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on May 28, 2024. The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

All current and former hourly-paid, non-exempt employees of Hathaway-Sycamores Child and Family Services who were employed by Hathaway-Sycamores Child and Family Services in the State of California at any time between March 29, 2017, and July 17, 2023.

2. For purposes of the Settlement only, the Court designates Plaintiff as Hector Almazan as the Class Representative and designates Heather Davis, Amir Nayebedadash, and Brendan J. Burton of the Protection Law Group, LLP, as Class Counsel.

3. The Court designates Apex Class Action, LLC as the third-party Settlement Administrator.

4. The Parties are ordered to implement the Settlement according to the terms of the Settlement Agreement.

5. The Court approves, as to form and content, the Notice of Proposed Class Action

1 Settlement (“Class Notice”) attached as Exhibit A to the Settlement Agreement.

2 6. The Court finds that the form of notice to the Class regarding the pendency of the
3 Action and of the Settlement, the dates selected for mailing and distribution, and the methods of
4 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
5 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
6 members of the Class. The form and method of giving notice complies fully with the requirements
7 of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of
8 Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable
9 law.

10 7. The Court further approves the procedures for Class Members to opt-out of or
11 object to the Settlement, as set forth in the Class Notice and the Settlement Agreement. The
12 procedures and requirements for filing objections in connection with the final fairness hearing are
13 intended to ensure the efficient administration of justice and the orderly presentation of any Class
14 Member’s objection to the Settlement, in accordance with the due process rights of all Class
15 Members.

16 8. The Court directs the Settlement Administrator to mail the Class Notice to the
17 members of the Class in accordance with the terms of the Settlement.

18 9. The Class Notice shall provide 60 calendar days’ notice (plus an additional 15 days
19 for Class Members whose Class Notice is re-mailed) for Class Members to submit disputes, opt-
20 out of, or object to the Settlement.

21 10. The hearing on Plaintiff’s Motion for Final Approval of Settlement on the question
22 of whether the Settlement should be finally approved as fair, reasonable, and adequate is
23 scheduled in Department 6 of this Court, located at 312 N. Spring Street, Los Angeles, California
24 90012, on October 4, 2024, at 9:00 a.m.

25 11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
26 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
27 granting final approval of the Settlement should be entered; and (c) whether Plaintiff’s application
28 for enhancement payment, settlement administration costs, and Class Counsel’s attorneys’ fees

and costs, should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for enhancement payment, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide class contact information and tax rate information to the Settlement Administrator no later than:	June 18, 2024 [14 days following preliminary approval]
Settlement Administrator to mail the Class Notice to the Class Members no later than:	July 2, 2024 [14 days following provision of contact information]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	September 3, 2024 [60 days after mailing of the Class Notice]
Deadline for filing responses to objections and for the Settlement Administrator to submit final report regarding opt-outs and objections:	September 20, 2024
Deadline for Plaintiff to file Motion for Final Approval, attorney fees and costs, incentive payments, and including any corresponding evidence:	August 2, 2024
Hearing on Motion for Final Approval of Settlement:	October 4, 2024, at 9:00 a.m.

14. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this

Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or suits regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: 



By:



Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT


Elihu M. Berle, Judge

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EXHIBIT 5

HECTOR ALMAZAN V. HATHAWAY-SYCMAMORES CHILD AND FAMILY SERVICES
Los Angeles County Superior Court – Spring Street, Case No. 21STCV12008, filed on March 29, 2021)

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP, LLP
Investigation and Research / Due Diligence	
Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority, and Commonality	11.60
Investigation of the Merits of Plaintiff Hector Almazan’s (“Plaintiff”) Claims and the Merits of the Claims of the Putative Class Members and Aggrieved Employees	5.90
Investigation of Potential Penalties Exposure of Defendant Hathaway-Sycamores Child and Family Services (“Defendant”) Respect to the Damages and Penalties Sustained by Plaintiff, the Putative Class Members, and the Aggrieved Employees	8.10
Legal Research and Analysis of Latest Decisions and Law Regarding Off-the-Clock, Meal and Rest Break, Wage Order, Exemption, Penalties, and Class Certification in California, Including All New and Relevant Enforcement Guidance and the Division of Labor Standard Enforcement (DLSE) Materials	3.20
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	4.40
Investigation of Defendant’s Organizational, Corporate, and Executive Reporting Structures as They Relate to the Employment and Management of the Putative Class Members and Aggrieved Employees	1.60

Investigation, Research, and Analysis Regarding Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	4.20
Research and Investigation re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendant in California During the Class Period, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	2.10
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	3.60
Research and Investigation re: Post- <i>Duran vs. U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	2.40
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability, Damages, and Penalties	3.90
Research and Investigation Regarding Impact of COVID-19 Pandemic on Defendant, Their Operations, and Aggrieved Employees	0.80
Meet and Communicate with Plaintiff throughout the Pendency of the Action	28.60
Pleadings and Court Filings	
Draft, Review, and/or Revise Plaintiff's Class Action Complaint for Damages and Analysis of All Claims Involved (March 29, 2021)	5.30
Draft, Review, and/or Revise Plaintiff's Summons, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum, and Plaintiff's Notice of Posting Jury Fees (March 29, 2021)	2.40
Review and Analyze Court's Initial Status Conference Order (April 13, 2021)	0.50

Review and Analyze Court's Minute Order re: Complex Determination (April 13, 2021)	0.40
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' ("Defendant") (collectively with Plaintiff, the "Parties") Notice of Appearance (April 21, 2021)	0.90
Draft, Review, and/or Revise Plaintiff's Notice of Initial Status Conference Order (May 25, 2021)	1.20
Draft, Meet and Confer, Review, and/or Revise the Parties' Joint Initial Status Conference Statement (June 1, 2021)	3.60
Draft, Review, and/or Revise Plaintiff's Complaint, adding a Representative Cause of Action for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, <i>Et Seq.</i> and Legal Research and Analysis of All Allegations Involved (June 2, 2021)	6.70
Review and Analyze the Court's Minute Order re: Initial Status Conference (June 8, 2021)	1.10
Draft, Meet and Confer, Review, and/or Revise the Parties' Joint Stipulation Consenting to Electronic Service via CaseAnywhere (June 30, 2021)	3.10
Draft, Meet and Confer, Review, and/or Revise the Parties' Joint Continued Status Conference Statement (June 30, 2021)	1.30
Review and Analyze the Court's Minute Order re: Status Conference/Motion to Compel Arbitration (July 7, 2021)	0.90
Draft, Meet and Confer, Review, and/or Revise the Parties' Joint Stipulation and Order to utilize Certified Shorthand Reporter at Defendant's Motion to Compel Arbitration (March 8, 2022)	1.40
Review and Analyze the Court's Minute Order Denying Defendant's Motion to Compel Arbitration (March 8, 2022)	1.80

Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Answer to Class Action Complaint; Demand for Jury Trial (April 12, 2022)	3.10
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Posting Jury Fees (April 12, 2022)	0.80
Draft, Review, and/or Revise Plaintiff's Notice of Informal Discovery Conference (May 11, 2022)	1.20
Review and Analyze the Court's Minute Order of Informal Discovery Conference re: <i>Belaire-West</i> Notice (May 16, 2022)	1.30
Draft, Review, and/or Revise Plaintiff's Notice of Ruling re: Informal Discovery Conference (May 17, 2022)	1.50
Draft, Meet and Confer, Review, and Revise the Parties Joint Stipulation Regarding Discovery and Mediation; [Proposed] Order (July 12, 2022)	4.30
Draft, Review, and/or Revise Plaintiff's Notice of Entry of Order re: the Parties' Joint Stipulation Regarding Discovery and Mediation (July 15, 2022)	0.90
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Answer to Plaintiff's First Amended Complaint; Demand for Jury Trial (August 9, 2022)	5.20
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Substitution of Attorney (September 14, 2022)	0.70
Review and Analyze the Court's Minute Order re: Status Conference, and Certificate of Mailing re: Status Conference (September 20, 2022)	1.10
Review and Analyze the Court's Appellate Order Dismissing Appeal (September 29, 2022)	0.60
Draft, Review, and/or Revise Plaintiff's Declaration of Amir Nayebeddash, Esq., re: Order to Show Cause for Failure to Appear at the Status Conference (October 17, 2022)	1.80

Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Report (October 17, 2022)	3.20
Review and Analyze the Court's Minute Order re: Order to Show Cause (October 24, 2022)	0.50
Draft, Review, and Revise Plaintiff's Notice of Further Status Conference (October 31, 2022)	1.10
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Report and Request to Continue Status Conference (January 17, 2023)	2.40
Review and Analyze the Court's Minute Order re: Continuing Status Conference (January 24, 2023)	0.60
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Post-Mediation Status Conference Statement (May 10, 2023)	1.40
Review and Analyze the Court's Minute Order re: Post-Mediation Status Conference (May 17, 2023)	0.30
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Status Conference (May 22, 2023)	0.90
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Related Case (July 17, 2023)	0.80
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement (July 18, 2023)	1.90
Review and Analyze the Court's Minute Order re: Status Conference (July 24, 2023)	0.70
Draft, Review, and Revise Plaintiff's Notice of Hearing (July 25, 2024)	0.30
Review and Analyze the Court's Minute Order re: Notice of Related Case and Certificate of Mailing (July 27, 2023)	0.80

Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Court Order Re: Notice of Related Cases (August 4, 2023)	0.90
Draft, Review, and Revise Plaintiff's Notice of Continued Status Conference (September 6, 2023)	0.40
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement (September 7, 2023)	1.40
Review and Analyze the Court's Minute Order re: Status Conference (September 13, 2023)	0.30
Review and Analyze the Court's Appellate Order Reinstating Appeal (October 27, 2023)	1.10
Draft, Meet and Confer, Review, and Revise the Parties' Joint Stipulation to File Second Amended Complaint; [Proposed] Order (filed December 11, 2023)	1.20
Draft, Review, and Revise Plaintiff's Notice of Entry of Order re: Joint Stipulation to File Second Amended Complaint (December 13, 2023)	0.60
Review and Analyze the Court's Notice of Default Issued re: Appeal (December 14, 2023)	0.60
Review and Analyze the Court's Notice of Non-Compliance re: Appeal (January 8, 2024)	0.40
Review and Analyze the Court's Minute Order re: Notice of Continuance of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (January 8, 2024)	0.70
Draft, Review, and Revise Plaintiff's Notice of Continued Hearing re: Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (January 11, 2024)	1.30
Review and Analyze the Court's Appellate Order Dismissing Appeal (February 23, 2024)	0.30
Review and Analyze the Court's Minute Order re: Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, requiring Supplementation (February 29, 2024)	0.90

Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Ruling re: Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, requiring Supplementation (March 12, 2024)	1.10
Draft, Review, and Revise Plaintiff's Order re: Motion for Preliminary Approval Deadline (March 19, 2024)	0.90
Draft, Meet and Confer, Review, and/or Revise the Parties' Joint Stipulation re: Plaintiff's Motion for Preliminary Approval Deadline (March 19, 2024)	1.30
Draft, Meet and Confer, Review, and/or Revise the Parties' Amended Joint Stipulation re: Plaintiff's Motion for Preliminary Approval Deadline (March 26, 2024)	1.40
Review and Analyze the Court's Notice re: Continuance of Hearing and Order (April 26, 2024)	0.40
Review and Analyze the Court's Minute Order re: Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (May 28, 2024)	0.80
Review and Analyze the Court's Order re: Defendant's Appeal, Notice of Remittitur, and Dismissing Appeal (June 5, 2024)	0.20
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Related Case (June 28, 2024)	0.70
Review and Analyze the Court's Minute Order re: Defendant Hathaway-Sycamores Child and Family Services' Notice of Related Case (July 18, 2024)	0.30
Review and Analyze the Court's Minute Order re: the Parties' Joint Stipulation to Continue Hearing Deadline on Plaintiff's Motion for Final Approval, and Certificate of Mailing (July 30, 2024)	0.90
Draft, Review, and Revise Plaintiff's Notice of Ruling re: the Parties' Joint Stipulation to Continue Hearing Deadline on Plaintiff's Motion for Final Approval (August 6, 2024)	1.10

Appearances	
Prepare for and Appear at Initial Status Conference (June 8, 2021)	1.20
Prepare for and Appear at Continued Status Conference (July 7, 2021)	1.20
Prepare for and Appear at Hearing on Defendant's Motion to Compel Arbitration, Dismissing the Class Claims, and Staying the Proceedings (March 8, 2022)	2.40
Prepare for and Appear at Hearing on the Parties' Informal Discovery Conference re: <i>Belaire-West</i> Notice (May 16, 2022)	2.10
Prepare for and Appear at Status Conference (September 20, 2022)	1.00
Prepare for and Appear at Order to Show Cause re: the Parties' Failure to Appear and Continued Status Conference (October 24, 2022)	1.50
Prepare for and Appear at the Status Conference (January 24, 2023)	1.20
Prepare for and Appear at the Post-Mediation Status Conference (May 17, 2023)	1.20
Prepare for and Appear at the Status Conference (July 24, 2023)	1.20
Prepare for and Appear at the Status Conference (September 13, 2023)	1.20
Prepare for and Appear at Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (February 29, 2024)	2.10
Prepare for and Appear at Plaintiff's Continued Motion for Preliminary Approval of Class Action and PAGA Settlement (May 29, 2024)	2.10

Prepare for and Appear at Hearing for Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement (Anticipated)	2.10
Discovery and Deposition	
Draft, Review, and/or Revise Plaintiff's Initial Discovery, including (i) Form Interrogatories – General, Set One, (ii) Special Interrogatories, Set One, (iii) Demand for Production of Documents, Set One, (iv) Notice of Deposition of Defendant Hathaway-Sycamores Child and Family Services' Person(s) Most Qualified, and (v) a sample <i>Belaire-West</i> Notice for Defendant's input (March 9, 2022)	4.50
Draft, Meet and Confer, Review, and Revise Plaintiff's portions of the Parties' Joint Informal Discovery Conference Request and Statement re: <i>Belaire-West</i> Notice (April 19, 2022)	2.40
Letters and Correspondence	
Research and Draft Plaintiff's Notice to California Labor and Workforce Development Agency Re: Claims for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on March 25, 2021)	4.20
Research, Draft, Review, and/or Revise Plaintiff's Amended Notice to California Labor and Workforce Development Agency Re: Claims for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served September 29, 2023)	3.40
Draft Meet and Confer Correspondence to, Meet and Confer Telephonically with, and Review and Respond to Correspondence from Defendants' Counsels	21.10
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation and Perform Evaluation of Claims and Damages and Penalties in Connection with Settlement Negotiations and Mediations	36.50

Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting, Reviewing, and/or Revising the Mediation Brief, Compiling the Mediation Exhibits in Support of Mediation Brief, and Performing Violation Analysis and Calculations of Damages and Penalties (submitted on January 24, 2023)	19.50
Prepare for and Remotely Attend Mediation Session with Kim Deck, Esq. (February 8, 2022) (via Zoom)	10.0
Draft, Review, Revise, Negotiate, and Finalize PAGA Settlement Agreement (executed on June 13, 2024) and Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval	20.60
Coordinate Settlement Administration with Settlement Administrator, Ongoing Monitoring of Settlement Administration, Review Pay Period Count, and/or Respond to Inquiries Regarding Notice Settlement Administration	6.60
Law and Motion	
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Motion and Motion to Compel Arbitration on an Individual Basis, Dismissing Class Claims, and Staying the Proceedings; Memorandum of Points and Authorities Thereto; Declaration of Deon Johnson in Support of Defendant Hathaway-Sycamores Child and Family Services' Motion to Compel Arbitration; [Proposed] Order Granting Defendant Hathaway-Sycamores Child and Family Services' Motion to Compel Arbitration (July 22, 2021)	8.20
Draft, Review, and/or Revise Plaintiff's Opposition to Defendant's Motion to Compel Arbitration on an Individual Basis, Dismissing Class Claims, and Staying the Proceedings; Declaration of Heather Davis in Support of Opposition to Defendant's Motion to Compel Arbitration; Declaration of Plaintiff Hector Almazan in Support of his Opposition to Defendant's Motion to Compel Arbitration; Plaintiff's Objections to Evidence in Support of Defendant's Motion to Compel Arbitration; and [Proposed] Order Denying Defendant's Motion to Compel Arbitration (September 21, 2021)	26.90

Draft, Meet and Confer, Review, and Revise the Parties' Joint Stipulation to Continue Hearing on Defendant's Motion to Compel Arbitration and Related Motion Deadlines Pending Mediation; [Proposed] Order (September 23, 2021)	2.70
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Reply to Opposition to Motion to Compel Arbitration on an Individual Basis, Dismissing Class Claims, and Staying the Proceedings (March 1, 2022)	5.80
Review and Analyze Court's Tentative Ruling Re: Defendant Hathaway-Sycamores Child and Family Services' Motion to Compel Arbitration (March 7, 2022)	1.30
Review and Analyze Defendant Hathaway-Sycamores Child and Family Services' Notice of Filing of Notice of Appeal and Notice of Appeal; Notice Designating Record on Appeal (August 19, 2022)	8.50
Draft, Review, and/or Revise Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Hector Almazan in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support of Motion for Preliminary Approval of Class action and PAGA Settlement; and [Proposed] Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (December 13, 2023)	5.40
Draft, Review, and/or Revise Updated Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; and Updated Declaration of Hector Almazan in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (March 26, 2024)	5.30
Draft, Review, and/or Revise Updated Declaration of Heather Davis in Support of Motion for Preliminary Approval of Class action and PAGA Settlement (April 5, 2024)	2.40
Draft, Review, and/or Revise Notice of Ruling Granting Plaintiffs' Motion for Preliminary Approval of Settlement (filed June 5, 2024)	1.30
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Plaintiff Hector	9.10

Almazan in Support Thereof; Declaration of Settlement Administrator; and [Proposed] Order Thereof (Anticipated)	
Total Hours:	393.80

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EXHIBIT 6

Hector Almazan v. Hathaway-Sycamores Child and Family Services
(LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV12008)

PROTECTION LAW GROUP LLP - - EXPENSE REPORT

Date	Memo	Debit
March 2021 - August 2024	Court Filings and Attorney Service Fees	\$ 3,253.40
March 2021 - July 2024	Service Expenses (Mail/UPS/Case Anywhere)	\$ 1,758.73
June 2021	Expenses for Court Hearings (LA Court Connect for June 8, 2021)	\$ 23.00
March 2022	Veritext Court Reporting Services (March 8, 2022)	\$ 795.00
March 2022	Mediation with Judicate West (Mediation for March 21, 2022)	\$ 5,737.50
November 2022	Expert Analysis of Time & Payroll Records	\$ 2,950.00
March 2023	Mediation with Signature Resolution, LLC (Hon. Daniel J. Buckley (Ret.))	\$ 9,950.00
June 2023 - August 2023	Expert Analysis of Financial Records	\$ 830.25
December 2023 - April 2025	Estimated Future Costs (filing and service fees for filing of Motion for Final Approval; filing and service fees for filing Final Declaration re Opt-Outs; filing and service fee for filing of Notice of Entry of Judgment; filing and service fee for filing of Declaration re Settlement Administration/Disbursement)	\$ 391.96
TOTAL COSTS		\$ 25,689.84

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EXHIBIT 7