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Attorneys for Plaintiffs Maria Ayala and Rosa Hands

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

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. BCV-21-101933

Honorable Thomas S. Clark
Department 17

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 17, 2024
Time: 8:30 a.m.
Dept.: 17

Complaint Filed: August 20, 2021
Trial Date: Not Set

DECLARATION OF JONATHAN M. GENISH

I, Jonathan M. Genish, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a shareholder and the founder of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Maria Ayala and Rosa Hands (together, “Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Background and Experience

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

3. I received my law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, I clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, I was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During my tenure, I managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though my primary area of expertise was employment, both single plaintiff and representative actions.

4. On the vast majority of those cases, I was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, I conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, I represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases I managed were highly publicized, with articles written about them in the Los

1 Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super
2 Lawyers has regularly honored me as a Southern California Rising Star since 2012.

3 5. In February 2018, I started the law firm of Blackstone Law, APC, representing
4 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
5 over the past six-plus years, now maintaining eleven highly pedigreed attorneys working on almost
6 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
7 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
8 complex general litigation matters.

9 6. I have considerable experience in handling class and representative action lawsuits
10 throughout my career and have been approved as counsel in a number of cases, including, most
11 recently:

- 12 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles County Superior Court, Case No.
13 BC698076, a wage and hour class action brought on behalf of a class of hourly-paid
14 employees working in the State of California.
- 15 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles County
16 Superior Court, Case No. 19STCV29979, a private attorney general action for penalties
17 pursuant to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc., et al.*, Los Angeles County
19 Superior Court, Case No. 19STCV30306, a private attorney general action for penalties
20 pursuant to Health and Safety Code section 25249.7.
- 21 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles County
22 Superior Court, Case No. 19STCV30445, a private attorney general action for penalties
23 pursuant to Health and Safety Code section 25249.7.
- 24 • *Eric Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California, Case
25 No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court,
26 Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

27 7. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are as follows:

- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, preliminarily approved as class counsel in settlement of wage and hour class action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.

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- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

8. I am currently the managing partner overseeing roughly 100 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees.

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documents concerning the claims set forth in Plaintiffs' Complaint, including but not limited to, Defendants' employee handbooks and relevant wage and hour policies and procedures.

14. On September 13, 2022, after a thorough investigation and analysis of these documents and data, the Parties attended a formal mediation with Jeffrey Krivis, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters. 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. After a full day of mediation, and with the help of the mediator, the Parties were able to reach an agreement to resolve this dispute on a class basis, and shortly thereafter executed a memorandum of understanding memorializing the key settlement terms.

15. Following mediation, the Parties worked diligently to negotiate and memorialize the terms in a long form settlement agreement. On December 14, 2022, after additional discussions and revisions to the agreement, the Stipulation of Class Action Settlement ("Settlement Agreement" or "Settlement") was fully executed. At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. Attached hereto as **Exhibit A** is a true and correct copy of the Settlement Agreement entered into between the Parties.

16. On May 12, 2023, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement ("Original Motion for Preliminary Approval") and supporting documents. On June 27, 2023, a hearing was held on the Original Motion for Preliminary Approval during which the Court raised multiple issues regarding the Original Motion for Preliminary Approval and denied the Original Motion for Preliminary Approval without prejudice.

17. On October 12, 2023, Plaintiffs filed a Renewed Motion for Preliminary Approval of Class Action Settlement ("Renewed Motion for Preliminary Approval") and supporting documents. On December 4, 2023, a hearing was held on the Renewed Motion for Preliminary Approval during which the Court ordered Plaintiffs' counsel to serve the Settlement Agreement, Renewed Motion for Preliminary Approval, and documents in support of the Renewed Motion for Preliminary Approval on the LWDA and file a Proof of Service with the Court.

1 18. On December 13, 2023, Plaintiffs’ counsel uploaded the Settlement Agreement,
2 Renewed Motion for Preliminary Approval, and documents in support of the Renewed Motion for
3 Preliminary Approval to the LWDA’s website and filed a Proof of Service with the Court. The LWDA
4 has not objected to or otherwise responded to the submission.

5 19. On January 10, 2024, the Court entered the Order Granting Preliminary Approval of
6 Class Action Settlement (“Preliminary Approval Order”), which granted Plaintiffs’ Renewed Motion
7 for Preliminary Approval and provisionally certified the Class, finding that the Settlement appeared
8 to be within the range of reasonableness of settlements that could ultimately be given final approval.
9 The Court also approved the distribution of the revised Notice of Class Action Settlement (“Class
10 Notice”) and set the Final Approval Hearing. A true and correct copy of the Preliminary Approval
11 Order is attached hereto as **Exhibit B**.

12 **Summary of the Terms of the Settlement Agreement**

13 20. By way of the Preliminary Approval Order, the Court certified the following Class for
14 settlement purposes only: “All individuals who worked for Defendant SDH Services West, LLC at
15 Long Beach Memorial Medical Center as a non-exempt, hourly-paid employee at any time during the
16 period from August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021”
17 (“Class” or “Class Members”). The “Class Period” is defined as the period from August 20, 2017
18 through June 30, 2021. The “Settlement Class Members” consists of Plaintiffs and all other Class
19 Members who did not submit a valid and timely Request for Exclusion. The Settlement does not
20 require Settlement Class Members to submit claims as a prerequisite to receiving their amount payable
21 from the Net Settlement Amount (“Individual Settlement Payment”). I am aware from my review of
22 the information provided by ILYM Group, Inc. (“Settlement Administrator”) that there are 307
23 Settlement Class Members.

24 21. The Parties have agreed to settle the Class claims at issue in the Action for a non-
25 reversionary escalated Maximum Settlement Amount of Six Hundred Sixteen Thousand Eight
26 Hundred Sixty Dollars and Zero Cents (\$616,860.00), inclusive of any employer-side payroll taxes.
27 The Parties reached the Settlement based on an assumption of approximately 30,421 workweeks
28 (“Certified Workweek Amount”). However, Defendants represented that the actual number of

workweeks for all Class Members during the Class Period was approximately 34,404. Pursuant to Paragraph 46 of the Settlement Agreement, to the extent the percentage of actual workweeks exceed the Certified Workweek Amount, Defendants agreed to increase the Maximum Settlement Amount by the additional percentage over ten percent (10%) above the Certified Workweek Amount. Accordingly, the workweeks increased by two point eighty-one percent (2.81%) above the ten percent (10%) threshold over the Certified Workweek Amount. This resulted in an escalated Maximum Settlement Amount of Six Hundred Sixteen Thousand Eight Hundred Sixty Dollars and Zero Cents (\$616,860.00) (from the original Maximum Settlement Amount of \$600,000.00).

22. The escalated Maximum Settlement Amount includes: (1) Class Counsel's fees in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00); (2) Class Counsel's actual litigation costs and expenses in the amount of Sixteen Thousand Four Hundred Seventy-Six Dollars and Two Cents (\$16,476.02); (3) Class Representative Service Awards in the amounts of Five Thousand Dollars and Zero Cents each to Plaintiffs (total, \$10,000.00); and (4) Settlement Administration Costs in the amount of Nine Thousand Nine Hundred Fifty-Seven Dollars and Forty-Six Cents (\$9,957.46). After the above Court-approved amounts are deducted from the escalated Maximum Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Three Hundred Eighty Thousand Four Hundred Twenty-Six Dollars and Fifty-Two Cents (\$380,426.52).

23. The Net Settlement Amount will be distributed and paid to Settlement Class Members based on their total number of weeks worked during which the Settlement Class Member performed a full week of work during the Class Period ("Compensable Workweeks"). The Individual Settlement Payments will be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Compensable Workweeks for all Settlement Class Members resulting in a value for each week worked by the Settlement Class Members during the Class Period ("Workweek Value"); and then multiplying the number of Compensable Workweeks for each Settlement Class Member by the Workweek Value. Any Settlement Class Member who previously settled and released their claims in the matter of *Geoffrey Gross and Leonard Pinckney v. Sodexo, Inc., et al.*, Kern County Superior Court Case No. BCV-18-101746, will have their workweeks released in that settlement excluded from

1 their payout calculation in this matter. If a Settlement Class Member's Individual Settlement Payment
2 is less than \$50.00, that Settlement Class Member will be issued \$50.00.

3 24. I am aware from my review of the information provided by the Settlement
4 Administrator that the estimated average gross Individual Settlement Payment is \$1,227.70, the
5 estimated highest gross Individual Settlement Payment is \$2,388.19, and the estimated lowest gross
6 Individual Settlement Payment is \$50.00.

7 25. Each Individual Settlement Payment will be allocated as twenty percent (20%) wages,
8 forty percent (40%) non-wage interest, and forty percent (40%) non-wage penalties. All applicable
9 payroll taxes on wages (including both employee-side and employer-side payroll taxes) will be
10 deducted from the wage portion of each Settlement Class Member's Individual Settlement Payment.

11 26. The Settlement Agreement is a non-reversionary and non-claims made settlement. All
12 money from the Net Settlement Amount will be distributed to Settlement Class Members. No money
13 will revert to Defendants.

14 27. Any Individual Settlement Payment checks remaining uncashed after one hundred and
15 eighty (180) calendar days will be transferred to the California State Controller's Office Unclaimed
16 Property Fund in the name of the Settlement Class Member. As such, no "unpaid residue" under
17 California Code of Civil Procedure section 384 will result from the Settlement.

18 28. In exchange for participating in the Settlement, Settlement Class Members will release
19 their wage and hour claims against Defendants and the Released Parties; however, the release for
20 Settlement Class Members is narrowly tailored to only release claims based upon the facts alleged in
21 the Complaint during the Class Period.

22 **Defendant(s) in Class Definition and Release**

23 29. In one of the issues raised regarding the Original Motion for Preliminary Approval, the
24 Court requested clarification to explain why Sodexo is not part of the Class definition in the Settlement
25 Agreement, but is a defendant and part of the class definition in the Complaint, and is also part of the
26 Released Parties as defined in the Settlement Agreement. Plaintiffs reiterate the following
27 explanation, which was provided in Plaintiffs' Renewed Motion for Preliminary Approval:

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30. Sodexo is a named defendant in the Action because Sodexo is a parent company of SDH. At the time the Action was filed, Plaintiffs believed that Sodexo was an employing entity of the employees who fell within the class definition. Through litigation and discovery, Plaintiffs learned that SDH was in fact the only entity that employed any of the class members. Sodexo never employed any of the Class Members. However, Sodexo is still a named defendant and therefore, is part of the Settlement and a proper party to be released.

31. It is standard in class action settlements to define released parties to include the named defendants and their “insurers, ***parents***, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers, clients, agents, servants, and employees, past and present and each of them.” Sodexo is a parent company, which was also a named defendant in the Action. Based thereon, the Parties assert that Sodexo is correctly included within the Released Parties.

32. Related thereto, the fact that Sodexo is not part of the Class definition also comports and aligns with the above explanation. Sodexo never employed any Class Members; its subsidiary SDH was the only entity that employed Class Members. This is why the Class definition in the Settlement Agreement only refers to SDH.

PAGA Dismissal

33. The Settlement is only a class action settlement and no settlement of or provision for any PAGA allocation was made. This is because the PAGA claim asserted in the Action was previously settled and released in a settlement of a prior-filed PAGA action against Defendants in the action entitled *Francisco Nodal v. Sodex, Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV40601. The *Nodal* settlement covers the time period of July 28, 2019 through September 30, 2021.

34. The Parties now seek to dismiss the individual and representative PAGA claims asserted by Plaintiffs in the Action *with* prejudice as to Plaintiffs, and *without* prejudice as to the representative group and the State of California, pursuant to California Rules of Court, Rule 3.770. No consideration is being offered to Plaintiffs or Plaintiffs' counsel to dismiss the PAGA claims. Notice of the dismissal will be given to the Class Members by way of the Final Approval Order and Judgment by posting a copy of the Final Approval Order and Judgment on the Settlement

1 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of the
2 Final Approval Order and Judgment. Additionally, notice of the dismissal will be given to the LWDA
3 by way of the Final Approval Order and Judgment by uploading a copy of the Final Approval Order
4 and Judgment to the LWDA's website.

5 **The Settlement Resulted from Arm's-Length Negotiations**

6 **Based Upon Extensive Investigation and Discovery**

7 35. In preparation for mediation, Defendants produced a random sampling of putative class
8 members' time and pay data; Defendants' employee handbooks and relevant wage and hour policies
9 and procedures; information regarding the number of putative class members; the total workweeks
10 and pay periods worked by the putative class members; and the rates of pay for each putative class
11 member. This allowed Plaintiffs' counsel to conduct an informed assessment and analysis of the
12 potential class-wide damages.

13 36. The Parties extensively briefed issues regarding class certification and liability and
14 provided their analyses to the mediator who helped the Parties debate the strengths and weakness of
15 their respective positions.

16 37. During settlement discussions, the Parties conducted their negotiations at arm's-length,
17 in an adversarial position. Arriving at a settlement that was acceptable to all Parties was difficult.
18 Defendants and their counsel felt strongly about their ability to defeat a motion for class certification
19 and to prevail on the merits at trial, whereas Plaintiffs and their counsel strongly believed that they
20 would be able to certify the class and prevail at trial. After conducting extensive investigations, formal
21 and informal discovery, exchange of information, and settlement negotiations, the Parties agreed that
22 this matter is well-suited for settlement, given the legal issues relating to Plaintiffs' principal claims,
23 as well as the costs and risks to both sides that would come with further litigation. The Settlement is
24 a fair, reasonable, and adequate resolution of the settled claims of Plaintiffs and the Settlement Class
25 Members against the Released Parties.

26 38. Class Counsel also invested time researching and investigating the applicable law,
27 which is often evolving as it relates to certification, off-the-clock theories, meal and rest period claims,
28 wage and hour enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto, as well

1 as facts discovered.

2 ***Estimate of Potential Value of Class Claims***

3 39. My office analyzed all available data and estimated Defendants' maximum potential
4 exposure to be approximately \$4,910,603.00, assuming the litigation was successful at trial on all
5 claims at issue, and then reduced this exposure analysis based on the likelihood of obtaining class
6 certification, prevailing at trial, and other attendant risks. This amount is based on the total estimated
7 maximum liability for all the workweeks at the time of mediation. This estimate is based off an
8 estimated maximum liability for the primary claims at issue as follows: \$1,092,492.00 for unpaid off-
9 the-clock work, \$15,037.00 for unpaid meal break premiums and sick pay, \$3,759,643.00 for rest
10 period violations, \$43,431.00 for unique meal break violations, and \$996,088.00 in total interest.

11 ***Specific Risks Considered***

12 40. Although the investigation and information discovered supports Plaintiffs' contentions,
13 Defendants raised potential defenses and other circumstances that affected the risk of proceeding on a
14 class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

15 41. Class Counsel are aware of Defendants' defenses and arguments and have also taken
16 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
17 inherent in such litigation, including those involved in class adjudication. Plaintiffs further recognize
18 the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants'
19 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs have also
20 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
21 experienced and well regarded in complex labor and employment matters.

22 42. Defendants denied and continue to deny any liability and wrongdoing of any kind
23 associated with the claims alleged in the Action, and further deny that class certification is appropriate
24 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
25 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims.
26 Defendants contended that Plaintiffs claims are not suitable for class certification because individual
27 issues would predominate should this case go to trial. As with all class actions, these complex cases
28 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court

1 may deny class certification.

2 43. For example, a large portion of Defendants' overall liability lies in Plaintiffs' meal
3 period and sick pay claims. These claims have been increasingly difficult to certify in recent years
4 and Defendants contended their practices were lawful. *See Brinker*, 53 Cal. 4th at 1034-35. Plaintiffs'
5 theory of liability for meal period violations was based on allegations that Defendants had failed to
6 implement lawful policies and practices that allowed Class Members to take meal breaks in the manner
7 required under California law. *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129 (2012)
8 (holding that "the lack of a meal/rest break policy and uniform failure to authorize such breaks are
9 matters of common proof."). In contrast, Defendants argued that their practices at all times during the
10 Class Period were lawful. Defendants argued that the rate of purported meal period violations reflected
11 in the data would require individualized inquiry and that such inquiry would prohibit a class from
12 being certified. Class Counsel disagreed with this assessment but had to consider the risk that the
13 Court would find validity in an individualized proof defense to certification of Plaintiffs' meal period
14 claim.

15 44. Plaintiffs' rest period allegations were based on a similar lack of written policy and
16 failure to provide employees with timely, full, and uninterrupted rest periods. As with the meal period
17 allegations, Defendants contended that they provided rest breaks and relieved Class Members of all
18 duties as required under California law. Additionally, this claim was even more uncertain given the
19 difficulties associated with proving the alleged rest period violations, as Defendants were not required
20 to record these breaks. Given the lack of records demonstrating rest period violations, there were
21 legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial damages
22 with requisite certainty.

23 45. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
24 and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed
25 by the Class Members both before and after their shifts and during purported meal periods. As such,
26 the individualized nature of why this work was performed and the individualized nature of damages
27 presented substantial concerns regarding the manageability of the case and the risk the Court could
28 find these issues prevented certification.

1 46. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
2 proving the amount of wages due to Class Members would be an expensive, time-consuming, and
3 uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and
4 analyze thousands of pages of documents, obtain the Class Members' contact information, contact
5 them, and obtain their declarations at great expense. Moreover, even if Plaintiffs prevailed at class
6 certification and trial, possible appeals would substantially delay any recovery by the Class.

7 47. I therefore submit that the Settlement is fair, reasonable, and adequate. The Settlement
8 is in the best interests of the Class Members and is within the accepted range of recoveries for this
9 type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class
10 certification, and the costs of further litigation.

11 ***Attorneys' Fees and Expenses***

12 48. Class Counsel seeks attorneys' fees in the amount of Two Hundred Thousand Dollars
13 and Zero Cents (\$200,000.00) (i.e., 32.42% of the escalated Maximum Settlement Amount) for the
14 time spent litigating this matter and reimbursement of actual costs and expenses totaling Sixteen
15 Thousand Four Hundred Seventy-Six Dollars and Two Cents (\$16,476.02) incurred in the prosecution
16 of the Action, which will be paid out of the escalated Maximum Settlement Amount, subject to
17 approval by the Court. Attached hereto as **Exhibit C** is a true and correct list of the litigation costs
18 and expenses incurred by my firm. The requested fees and costs are fair compensation for undertaking
19 complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light
20 of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's
21 requested fee award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion
22 for Approval of Attorneys' Fees and Expenses, Class Representative Service Awards, and Settlement
23 Administration Costs ("Motion for Attorneys' Fees and Costs") and the Declaration of Miriam L.
24 Schimmel filed concurrently herewith.

25 49. The effectiveness of Class Counsel's prosecution of this matter has translated into
26 tangible monetary benefits for the Settlement Class Members as follows: (1) Settlement Class
27 Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting
28 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares

1 favorably with other similar class action settlements of this type, given the strengths and weaknesses
2 of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only
3 increased significantly had the Action progressed through trial and/or appeals.

4 50. Class Counsel has litigated this matter for over two years and was prepared to continue
5 litigating this matter through class certification and trial. Plaintiffs' Motion for Attorneys' Fees and
6 Costs will elaborate on the nature of the legal services provided, the time incurred in performing those
7 services, and Class Counsel's hourly rates. The requested award of fees and costs was included and
8 set forth clearly in the Class Notice provided to the Class Members.

9 ***Class Representative Service Awards***

10 51. As part of the Settlement Agreement, Plaintiffs are requesting Class Representative
11 Service Awards of Five Thousand Dollars and Zero Cents (\$5,000.00) each (total, \$10,000.00), which
12 will be paid out of the escalated Maximum Settlement Amount, subject to approval by the Court. The
13 requested Class Representative Service Awards are eminently reasonable given the time and effort
14 Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs'
15 actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00,
16 although some awards are higher. The Declarations of Plaintiffs submitted herewith detail their work
17 and effort in bringing and litigating this matter through resolution and support the requested Class
18 Representative Service Awards. The requested Class Representative Service Awards were also
19 disclosed in the Class Notice provided to the Class Members.

20 ***Settlement Administration Costs***

21 52. In Plaintiffs' Renewed Motion for Preliminary Approval, Plaintiffs requested, and the
22 Court approved, Settlement Administration Costs not to exceed Ten Thousand Dollars and Zero Cents
23 (\$10,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided my firm with its
24 quote stating that its cost to administer the Settlement is Nine Thousand Nine Hundred Fifty-Seven
25 Dollars and Forty-Six Cents (\$9,957.46).

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Notice to the Class

53. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the settlement amount, the proposed method for distribution of the escalated Maximum Settlement Amount, the amounts proposed to be paid as the Class Representative Service Awards to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, and Attorneys' Fees and Expenses to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 25, 2024, at Beverly Hills, California.



Jonathan M. Genish

EXHIBIT A

Elizabeth Staggs-Wilson, Bar No. 183160
estaggs-wilson@littler.com
Rachael Lavi, Bar No. 294443
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Attorneys for Plaintiffs MARIA AYALA and ROSA
HANDS

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

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

v.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES I through 25,
inclusive.

Defendant.

Case No. BCV-21-101933

**STIPULATION OF CLASS ACTION
SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS S. CLARK, DEPT. B

1 IT IS HEREBY STIPULATED, by and between Maria Ayala and Rosa Hands (“Plaintiffs”)
2 individually and on behalf of all others similarly situated, on the one hand, and Defendants SDH
3 Services West, LLC and Sodexo, Inc. (“Defendants”) on the other hand, and subject to the approval
4 of the Court, that the claims alleged in the Action (as defined below in Paragraph 1) are hereby
5 compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class
6 Action Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms
8 set forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the putative class and representative action entitled *Maria Ayala; Rosa*
11 *Hands v. SDH Services West, LLC., et al.*, Case No. BCV-21-101933 (filed August 20, 2021 in Kern
12 County Superior Court).

13 2. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class Counsel’s
14 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement Amount),
15 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

16 3. “Class Counsel” means Jonathan M. Genish of BLACKSTONE LAW, APC.

17 4. “Class Information” means information regarding Class Members that Defendants
18 shall in good faith compile from their records and shall be authorized by the Court to transmit in a
19 secured manner to the Settlement Administrator. Class Information shall be transmitted in electronic
20 form and shall include each Class Member’s full name; last known address; Social Security number;
21 and total number of Compensable Workweeks.

22 5. “Class Members” means all individuals who worked for Defendant SDH Services
23 West, LLC at Long Beach Memorial Medical Center as a non-exempt, hourly-paid employee at any
24 time during the period from August 20, 2017 through June 30, 2021, and who were terminated on June
25 30, 2021.

26 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
27 attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
28

1 Administrator shall mail to each Class Member explaining the terms of this Stipulation and the
2 Settlement.

3 7. "Class Period" means the period from August 20, 2017 through June 30, 2021.

4 8. "Class Representative Service Award" means the amounts the Court authorizes to be
5 paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payment, in recognition of Plaintiff's
6 efforts and risks in prosecuting the Action.

7 9. "Compensable Workweeks" means the total number of weeks during which a Class
8 Member performed a full week of work during the Class Period. For a Class Member, the total number
9 of weeks is based on the hire and termination dates and Defendant SDH Services West, LLC's payroll
10 records during the Class Period. Leaves of absences are excluded. In the case of any partial workweek,
11 that workweek will be rounded to the nearest whole number, including without limitation, zero.

12 10. "Days" as used herein shall refer to calendar days unless otherwise noted. If a deadline
13 falls on a holiday or weekend, it will be continued until the next business day.

14 11. "Defendants" means SDH Services West, LLC and Sodexo, Inc.

15 12. "Defense Counsel" means, Elizabeth Staggs-Wilson, Rachael S. Lavi, and Tony Zhao
16 of Littler Mendelson, P.C.

17 13. "Effective Date" means the date that Defendants' Counsel receive notice that this
18 settlement is approved as provided herein and the Court's order granting approval and entry of Final
19 Judgment becomes final and is no longer appealable. For purposes of this Settlement, "becomes final
20 and is no longer appealable," shall mean upon the later of: (i) the day after the last date by which a
21 notice of appeal to the applicable Court of Appeal of the order and judgment approving this settlement
22 may be timely filed and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by
23 ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review
24 of the order and judgment approving this settlement passes, and no further review is requested; or (iii)
25 if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the
26 Court of Appeal, and further review of the order and judgment approving this settlement is requested,
27 the day after the review is finally dismissed or denied with prejudice and/or no further review of the
28 judgment or order can be requested.

1 14. “Final Approval Hearing” means the hearing to be conducted by the Court after the
2 filing of an appropriate motion by Plaintiffs and following appropriate notice to Class Members giving
3 Class Members an opportunity to request exclusion from the class and Settlement and to object to the
4 Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement, enter
5 the Judgment, and take other appropriate action.

6 15. “Individual Settlement Payment” means the amount payable from the Net Settlement
7 Amount to each Settlement Class Member.

8 16. “Judgment” means the judgment to be entered by the Court upon granting final
9 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
10 Members.

11 17. “Maximum Settlement Amount” means the maximum amount Defendants shall have
12 to pay in connection with this Settlement, by way of a common fund, which shall be inclusive (without
13 limitation) of all Individual Settlement Payments to Settlement Class Members, the Attorneys’ Fees
14 and Expenses, the Class Representative Service Award, Settlement Administration Costs, and all
15 payroll taxes, employee and employer side. The Maximum Settlement Amount that Defendants shall
16 be required to pay is Six Hundred Thousand Dollars and Zero Cents (\$600,000.00).

17 18. “Net Settlement Amount” means the Maximum Settlement Amount, less the
18 Attorneys’ Fees and Expenses, the Class Representative Service Award, and Settlement
19 Administration Costs.

20 19. “Notice of Objection” means a Class Member’s written objection to the Settlement.

21 20. “Notice Packet” means the packet of documents which shall be mailed to all Class
22 Members by the Settlement Administrator, including the Class Notice.

23 21. “Parties” means Plaintiffs and Defendants.

24 22. “Plaintiffs” means plaintiffs Maria Ayala and Rosa Hands.

25 23. “Preliminary Approval Order” means the order to be issued by the Court approving and
26 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
27 Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
28 Stipulation, among other things.

24. “Released Parties” means Defendants and their insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers, clients, agents, servants and employees, past and present and each of them.

25. “Request for Exclusion” means a written request by a Class Member to opt out of, or exclude oneself from, the Settlement.

26. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of Compensable Workweeks stated on their respective Notice.

27. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

28. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Settlement Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing: Individual Settlement Payments, the Class Representative Service Award, and the Attorneys’ Fees and Expenses; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined under US Treasury Regulation section 468B-1; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

29. “Settlement Administrator” means ILYM Group, Inc.

30. “Settlement Class Members” means Plaintiffs and all other Class Members who do not submit a valid and timely Request for Exclusion.

RECITALS

33. Procedural History. On August 20, 2021, Plaintiffs filed a lawsuit against Defendants in Kern County Superior Court, alleging the following class claims: 1. Failure to pay overtime (Cal.

1 Lab. Code §§ 510 and 1198); 2. Failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1197, and
2 1197.1); 3. Failure to pay vested vacation wages (Cal. Lab. Code § 227.3); 4. Failure to provide meal
3 periods (Cal. Lab. Code §§ 226.7 and 512(a)); 5. Failure to provide rest periods (Cal. Lab. Code §
4 226.7); 6. Failure to provide accurate itemized wage statements (Cal. Lab. Code § 226(a)); 7. Failure
5 to timely pay wages upon termination (Cal. Lab. Code §§ 201, 202, and 203); 8. Unfair Competition
6 (Cal. Bus. & Prof. Code §§ 17200, et seq.); 9. Violation of the California Labor Code Private Attorneys
7 General Act of 2044 (Cal. Lab. Code §§ 2698 et seq.).

8 34. Thereafter the Parties engaged in formal discovery including interrogatories and
9 request for production of documents between the Parties. The Parties also entered into a protective
10 order.

11 35. On September 13, 2022, the Parties participated in a private mediation session with
12 mediator Jeffrey Krivis, Esq. After engaging in arms-length settlement negotiations, the Parties
13 reached a settlement. A Memorandum of Understanding (“MOU”) was fully executed on October 6,
14 2022.

15 36. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
16 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs’
17 claims in the Action through trial and through any possible appeals. Plaintiffs also have considered
18 the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent
19 in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
20 establish liability for the claims asserted in the Action, both generally and in response to Defendants’
21 defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief
22 sought in the Action. Plaintiffs and Class Counsel also have considered Defendants’ agreement to
23 enter a settlement that confers substantial benefits upon the Class Members. Plaintiffs and Class
24 Counsel have thoroughly reviewed the discovery requested and produced along with the claims
25 previously settled prior to the Class Period. Based on the foregoing, Plaintiffs and Class Counsel have
26 determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in
27 the best interests of all Class Members.
28

37. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have considered the risks of further litigation in reaching their decision to enter this Settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendants as to the merits of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

38. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class Members, subject to the terms and conditions hereof and the Court's approval.

39. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard. Class Members and Class Counsel understand and agree that Class Members shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

1 40. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
2 this Stipulation, and no written communication or disclosure between or among the Parties, Class
3 Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any such
4 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
5 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
6 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
7 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into
8 this Stipulation based upon the recommendation of any other party or any attorney or advisor to any
9 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
10 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
11 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
12 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
13 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
14 any transaction, including any transaction contemplated by this Stipulation.

15 41. Preliminary Approval of Settlement. Plaintiffs shall move the Court to enter the
16 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes only
17 and setting a Final Approval Hearing date. Plaintiffs shall make a good faith effort to file the motion
18 for preliminary approval and schedule a preliminary approval hearing within sixty (60) days after the
19 Parties execute the Stipulation. The Parties agree to work diligently and cooperatively to have this
20 Settlement presented to the Court for preliminary approval. The Preliminary Approval Order shall
21 provide for, among other things, the Notice Packet to be sent to Class Members as specified herein.
22 The Parties agree that provisional certification of the class is for settlement purposes only and is in no
23 way an admission by Defendants in the Action or in any other proceeding that class certification is
24 proper.

25 42. Release of Claims.

26 a. Settlement Class Members' Released Claims.

27 Upon the Effective Date, and upon the Settlement Administrator's receipt of the Maximum
28 Settlement Amount from Defendant, Plaintiffs and all Class Members who have not timely opted out

1 of the settlement shall release Defendants and the Released Parties (defined above) of all claims,
2 demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or
3 unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might
4 have been asserted based on the facts and claims alleged in the operative Complaint and arising during
5 the period from and including August 20, 2017 through June 30, 2021 for unpaid wages (including
6 premiums) or other compensation allegedly owed, or for damages, penalties (including without
7 limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated
8 damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and
9 allegations alleged in the Lawsuit, including under the California Labor Code and corresponding
10 provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay
11 Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5)
12 Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure
13 to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (8) any and all corresponding
14 claims that could have been brought under California law based on the facts and claims alleged in the
15 operative Complaint during the Class Period, including claims for failure to pay wages (including
16 overtime or premium wages). It is the intent of the Parties that the judgment entered by the Court upon
17 final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs
18 and all Class Members who have not expressly opted out of the settlement.

19 b. Plaintiffs' Released Claims.

20 Upon the Effective Date, and upon the Settlement Administrator's receipt of the Maximum
21 Settlement Amount, Plaintiffs individually and on their own behalf release the Released Parties from
22 any and all charges, complaints, claims, causes of action, demands, disputes, damages, business expenses,
23 attorneys' fees, costs, losses and liabilities of any kind or nature whatsoever, known or unknown, suspected
24 or unsuspected, asserted or unasserted, which Plaintiffs, at any time heretofore, had or claimed to have or
25 Plaintiffs may have, including but not limited to any and all claims arising out of, relating to or resulting
26 from their employment with and/or separation of employment with Released Parties, including any claims
27 arising under any federal, state or local law, statute, ordinance, rule or regulation or Executive Order
28 relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights

1 Act of 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act (“ADA”);
2 the Family and Medical Leave Act (“FMLA”); the Employee Retirement Income Security Act (“ERISA”);
3 the California Family Rights Act (“CFRA”); the California Fair Employment and Housing Act (“FEHA”);
4 all claims for wages or penalties under the Fair Labor Standards Act (“FLSA”); all claims for wages or
5 penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws
6 relating to violation of public policy, retaliation, or interference with legal rights; any and all other
7 employment or discrimination laws; whistleblower claims; any tort, fraud or constitutional claims; and any
8 breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is
9 to be broadly construed as a release of all claims; provided that, notwithstanding the foregoing, this
10 paragraph expressly does not include a release of any claims that cannot be released hereunder by law,
11 including any claim for indemnification pursuant to California Labor Code section 2802. Plaintiffs hereby
12 warrant that they are not aware of any business expenses incurred by them during their employment with
13 Defendants and for which they have not been fully reimbursed other than those which serve as the basis
14 for their class claim and for which they will be compensated through the settlement. If a claim is not subject
15 to release, to the extent permitted by law, Plaintiffs waive any right or ability to be a class or collective
16 action representative or to otherwise participate in any putative or certified class, collective or multi-party
17 action or proceeding based on such a claim in which any Releasee is a party. However, the Equal
18 Employment Opportunity Commission (“EEOC”) or other governmental agency cannot be barred from
19 pursuing a claim on Plaintiffs’ behalf, although Plaintiffs agree that they are releasing their right to any
20 personal recovery from a claim brought by the EEOC or any other governmental agency. Plaintiffs
21 understand and expressly agree that this Agreement extends to claims that they have against Defendants,
22 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
23 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or
24 before the Effective Date of this Agreement. Any and all rights granted under any state or federal law or
25 regulation limiting the effect of this Agreement, including the provisions of section 1542 of the California
26 Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
27 follows:
28

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR**
2 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
3 **AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER**
4 **WOULD HAVE MATERIALLY AFFECTED HIS OR HER STATEMENT WITH THE DEBTOR**
5 **OR RELEASED PARTY.**

6 43. Settlement Administration.

7 a. Within fourteen (14) days of when Defendants receive notice of the entry of the
8 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class
9 Information for purposes of mailing the Notice Packets to Class Members.

10 i. Notice by First Class U.S. Mail. Upon receipt of the Class Information,
11 the Settlement Administrator shall perform a search based on the National Change of Address
12 Database maintained by the United States Postal Service to update and correct any known or
13 identifiable address changes. Within ten (10) calendar days after receiving the Class Information from
14 Defendants as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to
15 all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its
16 best judgment to determine the current mailing address for each Class Member. The address identified
17 by the Settlement Administrator as the current mailing address shall be presumed to be the most current
18 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
19 best notice practicable to Class Members and fully complies with due process.

20 ii. Undeliverable Notice Packets. Within three (3) business days, any
21 Notice Packet returned to the Settlement Administrator as non-deliverable on or before the Response
22 Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is
23 provided, within not later than three (3) business days, the Settlement Administrator shall attempt to
24 determine a correct address by the use of skip-tracing, or other type of automated search, using the
25 name, address and/or Social Security number of the Class Member involved and re-mail the Notice
26 Packet to the Class Member whose Notice Packet was returned as non-deliverable, provided that
27 another mailing address is identified by the Settlement Administrator. If a Notice Packet is re-mailed
28 to a Class Member less than ten (10) calendar days prior to the Response Deadline, the Class Member

1 shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement
2 Administrator re-mails the Notice Packet. If these procedures are followed, notice to Class Members
3 shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does
4 not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and
5 shall be bound by all terms of the Settlement and the Judgment.

6 iii. Determination of Individual Settlement Payments. The Settlement
7 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
8 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
9 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
10 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
11 the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

12 iv. Disputes Regarding Administration of Settlement. Any dispute not
13 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
14 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer
15 in good faith and make use of the services of mediator Jeffrey Krivis, if necessary, to resolve the
16 dispute without the necessity of involving the Court.

17 b. Exclusions. The Class Notice shall explain that Class Members who wish to
18 exclude themselves from the class and Settlement must submit a Request for Exclusion to the
19 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the
20 name, address, telephone number, and last four Social Security Number digits of the Class Member
21 requesting exclusion; (2) be signed by the Class Member; and (3) be postmarked by the Response
22 Deadline and returned to the Settlement Administrator at the specified address. Subject to review by
23 Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing
24 envelope on the Request for Exclusion shall be the exclusive means used by the Settlement
25 Administrator to determine whether a Class Member has timely requested exclusion from the class
26 and Settlement. Any Class Member who timely and properly requests to be excluded from the class
27 and Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
28 terms of the Settlement nor shall that Class Member have any right to object to the Settlement or appeal

1 from the entry of the Judgment. Class Members who do not submit a valid and timely Request for
2 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and the
3 Judgment entered in this Action if the Settlement is finally approved by the Court. No later than
4 twenty (20) calendar days after the Response Deadline, the Settlement Administrator shall provide
5 counsel for the Parties a complete list of all Class Members who submitted a timely and valid Request
6 for Exclusion. The Settlement Administrator shall contact (once, by phone and mail) all Class
7 Members whose requests for exclusion are timely postmarked but do not meet requirements of (1) and
8 (2) above, to request additional information. If the Settlement Administrator does not receive the
9 required information within ten (10) calendar days of mailing a request for additional information, the
10 Class Member will be bound by the terms of the Settlement. Class Members who request exclusion
11 from the Settlement are not allowed to object to it.

12 c. Objections. The Class Notice shall state that Class Members who wish to object
13 to the Settlement must submit to the Settlement Administrator a Notice of Objection by the Response
14 Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice of Objection
15 must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the
16 grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the
17 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense
18 Counsel, and the Court, the date of the postmark on the return mailing envelope on the Notice of
19 Objection shall be the exclusive means used by the Settlement Administrator to determine whether a
20 Class Member timely objected to the Settlement. Class Members who do not submit a Notice of
21 Objection or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to
22 have waived any objections and shall be foreclosed from making any objections (whether by appeal
23 or otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel
24 seek to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement
25 or filing an appeal from the Judgment. Only Class Members who have not requested exclusion from
26 the Settlement can object to it.

27 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
28 Member disagrees with the number of Compensable Workweeks stated on his or her Notice, the Class

1 Member must send a letter to the Settlement Administrator by email, mail or facsimile by the Response
2 Deadline stating the reasons why he or she disputes the number of Compensable Workweeks and
3 provide any supporting documentation. The Settlement Administrator will evaluate the evidence
4 submitted by the Class Member and will meet and confer with Counsel for the Parties and decide as
5 to the number of Compensable Workweeks that should be applied and/or the Individual Settlement
6 Payment to which the Class Member is entitled. If this cannot be resolved satisfactorily, the dispute
7 will be presented to the Court for final resolution at Final Approval.

8 e. Monitoring and Reviewing Settlement Administration. The Parties have the
9 right to monitor and review the administration of the Settlement to verify that the monies allocated
10 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

11 f. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
12 this Settlement.

13 44. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
14 business days after the Effective Date or the date the administrator provides Defendants with the
15 information needed to complete the wire transfer, whichever is later, Defendants shall provide to the
16 Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire
17 transfer, the Maximum Settlement Amount. If this Settlement is not finally approved by the Court in
18 full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
19 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

20 a. Individual Settlement Payments. Class Members shall not be required to submit
21 a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum
22 Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement
23 Payments shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to
24 the formula set forth herein. Individual Settlement Payments shall be mailed by the Settlement
25 Administrator by regular First Class U.S. Mail to each Settlement Class Member's last known mailing
26 address within ten (10) calendar days after Defendants provide the Settlement Administrator with the
27 Maximum Settlement Amount. Prior to mailing the Individual Settlement Payments, the Settlement
28

1 Administrator shall perform a search based on the National Change of Address Database maintained
2 by the United States Postal Service to update and correct any known or identifiable address changes.

3 i. Each Settlement Class Member's Individual Settlement Payment shall
4 be calculated by the Settlement Administrator according to the following formula: Defendants shall
5 provide the Settlement Administrator with the Compensable Workweeks for each Settlement Class
6 Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total
7 number of Compensable Workweeks for all Settlement Class Members resulting in a value for each
8 week worked by the Settlement Class Members during the Class Period ("Workweek Value"). The
9 Settlement Administrator shall then multiply the number of Compensable Workweeks for each
10 Settlement Class Member by the Workweek Value. In addition, any Class Member who previously
11 settled and released their claims in the matter of *Geoffrey Gross and Leonard Pinckney v. Sodexo,*
12 *Inc., et al*, Kern County Superior Court Case No. BCV-18-101746 (the "*Gross matter*"), will have
13 their workweeks released in that settlement excluded from their payout calculation in this matter. If a
14 Class Member's individual settlement share will be less than \$50, that Class Member will receive \$50.

15 iii. Individual Settlement Payments shall be made by check and shall be
16 made payable to each Settlement Class Member as set forth in this Stipulation.

17 iv. Individual Settlement Payments shall be allocated as follows: twenty
18 percent (20%) as wages, forty percent (40%) as non-wage interest and forty percent (40%) as non-
19 wage penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Settlement Class
20 Member for the portion of each Individual Settlement Payment allocated as wages and subject to all
21 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
22 Settlement Class Member for the portion of each Individual Settlement Payment allocated as non-
23 wage penalties and interest not subject to payroll tax withholdings. Payment of all amounts will be
24 made subject to backup withholding unless a duly executed W-9 form is received from a payee Class
25 Member. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll
26 Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate
27 taxing authorities in a timely manner.
28

1 v. Individual Settlement Payment checks shall remain negotiable for one
2 hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check
3 remains uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator
4 shall distribute the value of the uncashed check to the State Controller's Office Unclaimed Property
5 Fund in the name of the Settlement Class Member and/or Aggrieved Employee. In such event, such
6 Settlement Class Members and/or Aggrieved Employees shall nevertheless remain bound by the
7 Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil
8 Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Class Members
9 who do not opt out, whether or not they cash their settlement share checks.

10 vi. All monies received by Settlement Class Members under the Settlement
11 which are attributable to wages shall constitute income to such Settlement Class Members solely in
12 the year in which such monies actually are received by the Settlement Class Members. It is expressly
13 understood and agreed that the receipt of Individual Settlement Payments shall not entitle any
14 Settlement Class Member to additional compensation or benefits under any collective bargaining
15 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
16 during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any
17 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the
18 Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to
19 be made by Defendants to Settlement Class Members in connection with this Settlement, with the
20 exception of Plaintiffs, and that the Settlement Class Members are not entitled to any new or additional
21 compensation or benefits as a result of having received the Individual Settlement Payments.
22 Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not,
23 and does not, by itself establish any general, special, or joint employment relationship between and
24 among the Settlement Class Member(s) and Defendants.

25 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs'
26 Class Representative Service Awards are not to exceed Five Thousand Dollars (\$5,000.00) for each
27 Plaintiff, or any lesser amount as awarded by the Court, for their time and effort in bringing and
28 presenting the Action and for providing the general release as set forth above. Defendants shall not

1 oppose or object to Plaintiffs' request for Class Representative Service Award not to exceed Five
2 Thousand Dollars (\$5,000.00) to each Plaintiff. The Class Representative Service Awards shall be
3 paid to Plaintiffs from the Maximum Settlement Amount no later than ten (10) days after Defendants
4 provide the Settlement Administrator with the Maximum Settlement Amount. The Settlement
5 Administrator shall issue IRS Forms 1099 to Plaintiffs for their Class Representative Service Award.
6 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class
7 Representative Service Awards and shall hold harmless Defendants, Class Counsel, and Defense
8 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the
9 Class Representative Service Awards. The Class Representative Service Awards shall be made in
10 addition to Plaintiffs' Individual Settlement Payments. Any amount requested by Plaintiffs for the
11 Class Representative Service Awards and not awarded by the Court shall become part of the Net
12 Settlement Amount and shall be distributed to Settlement Class Members as part of their Individual
13 Settlement Payments.

14 c. Attorneys' Fees and Expenses. Subject to Court approval, Class Counsel shall
15 be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
16 Maximum Settlement Amount, which amounts to Two Hundred Thousand Dollars (\$200,000.00). In
17 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs
18 and expenses associated with Class Counsel's prosecution of the Action in an amount not to exceed
19 Twenty Thousand Dollars (\$20,000.00). Class Counsel shall provide the Settlement Administrator
20 with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
21 process the Attorneys' Fees and Expenses approved by the Court. Defendants shall not oppose or
22 object to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed Two Hundred
23 Thousand Dollars (\$200,000.00), and request for an award of reasonable costs and expenses not to
24 exceed Twenty Thousand Dollars (\$20,000.00). In the event the Court awards Class Counsel less than
25 Two Hundred Thousand (\$200,000.00) in attorneys' fees and/or less than Twenty Thousand Dollars
26 (\$20,000.00) in costs and expenses, the difference shall become part of the Net Settlement Amount
27 and shall be distributed to Settlement Class Members as part of their Individual Settlement Payments.
28 Class Counsel shall be paid any Court-awarded attorneys' fees and expenses no later than ten (10)

1 calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement
2 Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
3 Attorneys' Fees and Expenses. The Settlement Administrator shall issue an IRS Form 1099 to Class
4 Counsel for the Attorneys' Fees and Expenses. This Settlement is not conditioned upon the Court
5 awarding Class Counsel any particular amount of attorneys' fees or costs.

6 d. Settlement Administration Costs. The Settlement Administration fees and
7 expenses, which are estimated not to exceed Ten Thousand Dollars (\$10,000), shall be paid from the
8 Maximum Settlement Amount. Prior to Plaintiffs filing a motion for final approval of the Settlement,
9 the Settlement Administrator shall provide the Parties with a statement detailing the Settlement
10 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process
11 and to make all reasonable efforts to control and minimize Settlement Administration Costs.

12 i. The Parties each represent they do not have any financial interest in the
13 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
14 could create a conflict of interest.

15 ii. The Settlement Administrator shall keep the Parties timely apprised of
16 the performance of all Settlement Administrator responsibilities required by the Settlement. The
17 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations
18 in which the Maximum Settlement Amount shall be placed and from which payments required by the
19 Settlement shall be made.

20 45. Final Settlement Approval Hearing and Entry of Judgment. Following expiration of
21 the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant
22 final approval of the Settlement, including determining the amounts properly payable for: (i) the
23 Attorneys' Fees and Expenses; and (ii) the Class Representative Service Awards. Prior to the Final
24 Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the
25 Parties describing the process and results of the administration of the Settlement to date, which report
26 or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. If the
27 Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final
28 judgment on its website within seven (7) calendar days of entry of the Judgment.

1 46. Adjustment of Settlement Amount. The Parties reached this Settlement based on an
2 assumption of approximately 30,421 workweeks (“Certified Workweek Amount”). However,
3 Defendants represent that the actual number of workweeks for all Class Members from August 20,
4 2017 to June 30, 2021 for purposes of this settlement is approximately 34,404. To the extent the
5 percentage of actual workweeks exceed the Certified Workweek Amount, Defendants agree to
6 increase the Settlement Amount by the additional percentage over 10% above the Certified Workweek
7 Amount (i.e., if the actual workweek count is 12% above the Certified Workweek Amount, Defendants
8 will pay an additional pro rata 2% of the Settlement Amount).

9 47. Right of Defendants to Reject Settlement. If five percent (5%) or more of the Class
10 Members submit valid Requests for Exclusion, Defendants will have the right, but not the obligation,
11 to void the Settlement and the Parties will have no further obligations under the Settlement, including
12 any obligation by Defendants to pay the Maximum Settlement Amount, or any amounts that otherwise
13 would have been owed under this Stipulation, except that Defendants will pay the Settlement
14 Administration Costs incurred as of the date that Defendants exercise their right to void the Settlement.
15 Defendants will notify Class Counsel and the Court whether they are exercising this right to void not
16 later than seven (7) calendar days after the Settlement Administrator notifies the Parties of the number
17 of valid Requests for Exclusion it has received.

18 48. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
19 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
20 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation
21 shall be rendered null and void, any order or judgment entered by the Court in furtherance of this
22 Settlement shall be treated as void from the beginning and this Stipulation and any documents related
23 to it shall not be used by any Class Member or Class Counsel to support any claim or request for class
24 certification in the Action, and shall not be used in any other civil, criminal, or administrative action
25 against Defendants or any of the other Released Parties. In the event an appeal is filed from the order
26 granting final approval or Judgment, or any other appellate review is sought, administration of the
27 Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees
28 incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the

Judgment, or any other appellate review, shall be paid split equally by the Parties to the Settlement Administrator.

49. No Admission by Defendants. Defendants deny all allegations in this Action and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission of any form of liability or the accuracy of any fact, and none shall be used against Defendants as an admission or indication with respect to any allegation of any fault, liability, concession, or omission by Defendants or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs or any Class Member, other than to enforce the terms of this Stipulation.

50. Confidentiality Prior to Preliminary Approval. The Parties and their respective counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement prior to the filing of the Motion for Preliminary Approval. Any communication about the Settlement to Class Members prior to the court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.

51. No Publicity: Following the filing of the Motion for Preliminary Approval, the Parties understand and agree that there may be media coverage of the settlement not initiated by Plaintiffs or Defendants, directly or indirectly, as a result of the public filings. Notwithstanding the foregoing, Plaintiffs, Defendants, and their respective counsel agree that no Party shall issue any press release to the news media, nor shall any Party disclose any information regarding this settlement in their marketing materials or firm websites, nor shall any Party communicate in any way with news media concerning the settlement or the Class Action. This provision shall not apply to or limit the public filing of motions or other case materials in the Class Action related to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of Class Counsel, the Service Payments to the Class Representatives, and the other relief

1 set forth in this Settlement Agreement. This provision also shall not prohibit Class Counsel from
2 responding to specific questions from Class Members or listing this class action lawsuit by name in support
3 of a motion for appointment as class counsel or motion for attorney's fees. Nothing in this Agreement
4 prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace,
5 such as harassment or discrimination, or any other conduct that they have reason to believe is unlawful.

6 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
7 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
8 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
9 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

10 53. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all
11 proceedings in the Action, except such proceedings necessary to implement and complete the
12 Settlement and enter the Judgment.

13 54. Amendment or Modification. This Stipulation may be amended or modified only by a
14 written instrument signed by all Parties, their counsel, or their successors-in-interest.

15 55. Entire Agreement. This Stipulation and any attached Exhibits and the MOU constitute
16 the entire agreement between the Parties, and no oral or written representations, warranties, or
17 inducements have been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits
18 and the MOU, other than the representations, warranties, and covenants contained and memorialized
19 in this Stipulation and its Exhibits and the MOU. No other prior or contemporaneous written or oral
20 agreements may be deemed binding on the Parties.

21 56. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
22 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
23 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such
24 Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required
25 to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall
26 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
27 the event the Parties are unable to reach agreement on the form or content of any document needed to
28 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate

1 the terms of this Settlement, the Parties may seek the assistance of the Court and/or mediator Jeffrey
2 Krivis to resolve such disagreement. The persons signing this Stipulation on behalf of Defendants
3 represent and warrant that they are authorized to sign this Stipulation on behalf of Defendants.
4 Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not
5 assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have
6 cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this
7 Stipulation, the same shall not be construed against any of the Parties.

8 57. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure
9 to the benefit of, the successors and assigns of the Parties.

10 58. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
11 governed by and interpreted according to the laws of the State of California, without giving effect to
12 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

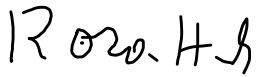
13 59. Counterparts. This Stipulation may be executed in one or more counterparts by
14 facsimile, electronic signature, or email which for purposes of this Stipulation shall be accepted as an
15 original. All executed counterparts and each of them shall be deemed to be one and the same
16 instrument. Any executed counterpart will be admissible in evidence to prove the existence and
17 contents of this Stipulation.

18 60. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
19 jurisdiction (pursuant to, without limitation, California Code of Civil Procedure Section 664.6) with
20 respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all
21 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense
22 Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
23 enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
24 connection therewith. The time within which to bring this action to trial under California Code of
25 Civil Procedure 583.310 shall be extended from the date of the signing of this Stipulation by all Parties
26 until the entry of the final approval order and judgment or, if not entered, the date this Stipulation shall
27 no longer be of any force or effect.
28

61. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

62. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Settlement Class Member.

For Plaintiff Rosa Hands:



Rosa Hands

Date: 12/13/2022

For Plaintiff Maria Ayala:

Maria Ayala

Date: _____

For Defendant SDH Services West, LLC

Sebastien De Tramasure, CFO NORAM

Date: _____

For Defendant Sodexo, Inc.

Sebastien De Tramasure, CFO NORAM

Date: _____

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For Plaintiff Rosa Hands:

Rosa Hands Date: _____

For Plaintiff Maria Ayala:



Maria Ayala Date: 12/08/2022

For Defendant SDH Services West, LLC

Sebastien De Tramasure, CFO NORAM Date: _____

For Defendant Sodexo, Inc.

Sebastien De Tramasure, CFO NORAM Date: _____

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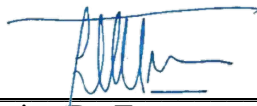
For Plaintiff Rosa Hands:

Rosa Hands Date: _____

For Plaintiff Maria Ayala:

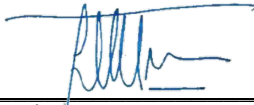
Maria Ayala Date: _____

For Defendant SDH Services West, LLC



Sebastien De Tramasure, CFO NORAM Date: 12/14/2022

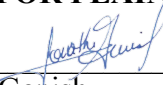
For Defendant Sodexo, Inc.



Sebastien De Tramasure, CFO NORAM Date: 12/14/2022

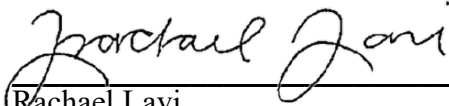
1 APPROVED AS TO FORM AND CONTENT:

2 **COUNSEL FOR PLAINTIFFS**

3 
Jonathan M. Genish
4 Blackstone Law, P.C.
5 Attorneys For Plaintiff

Date: 12/13/2022

6 **COUNSEL FOR DEFENDANT**

7 
8 Rachael Lavi
9 Littler Mendelson, P.C.
Attorneys for Defendants

Date: 12/14/2022

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EXHIBIT B

FILED
KERN COUNTY

JAN 10 2024

BY Mda K. Hall DEPUTY

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BLACKSTONE LAW, APC

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Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs MARIA AYALA and ROSA HANDS

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

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. BCV-21-101933

Honorable Thomas S. Clark
Department 17

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 4, 2023
Time: 8:30 a.m.
Dept.: 17

Complaint Filed: August 20, 2021
Trial Date: None Set

[PROPOSED] ORDER

On December 4, 2023 at 8:30 a.m. in Department 17 of the above-captioned Court located at 1415 Truxtun Avenue, Bakersfield, California 93301, Plaintiffs Maria Ayala's and Rosa Hands' (together, "Plaintiffs") Renewed Motion for Preliminary Approval of Class Action Settlement came on for hearing before the Honorable Thomas S. Clark. Blackstone Law, APC appeared on behalf of Plaintiffs and Littler Mendelson P.C. appeared on behalf of Defendants SDH Services West, LLC and Sodexo, Inc. (together, "Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Stipulation of Class Action Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as Exhibit B to the Declaration of Jonathan M. Genish in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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2 4. The Court preliminarily finds that the Settlement, including the allocations for
3 attorneys' fees in an amount not to exceed \$200,000.00, reimbursement of litigation costs and
4 expenses in an amount not to exceed \$20,000.00, Class Representative Service Awards in amounts
5 not to exceed \$5,000.00 each to Plaintiffs Maria Ayala and Rosa Hands (for a total of \$10,000.00),
6 and payments to the Settlement Class Members provided thereby, appear to be within the range of
7 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
8 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
9 preliminarily finds that the monetary settlement awards made available to the Class Members are fair,
10 adequate, and reasonable when balanced against the probable outcome of further litigation relating to
11 certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
13 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
14 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
15 (b) common questions of law and fact predominate, and there is a well-defined community of interest
16 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
17 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
18 protect the interests of the members of the Class; (e) a class action is superior to other available
19 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
20 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All individuals who worked for Defendant SDH Services West, LLC at
24 Long Beach Memorial Medical Center as a non-exempt, hourly-paid
25 employee at any time during the period from August 20, 2017 through June
30, 2021, and who were terminated on June 30, 2021.

26 7. The Court provisionally appoints Jonathan M. Genish and Miriam L. Schimmel of
27 Blackstone Law, APC as counsel for the Class ("Class Counsel").

28 ///

1 8. The Court provisionally appoints Plaintiffs Maria Ayala and Rosa Hands as the
2 representatives of the Class ("Class Representatives").

3 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
4 Settlement ("Settlement Administrator").

5 10. Within fourteen (14) calendar days after entry of this Order, Defendants will provide
6 the Settlement Administrator with the following information about each Class Member: full name; last
7 known address; Social Security number; and total number of Compensable Workweeks (collectively
8 referred to as the "Class Information") in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
10 ("Class Notice") attached hereto as **Exhibit A**. The Class Notice shall be provided to Class Members
11 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
12 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
13 Members' right to be excluded from the Settlement by submitting a Request for Exclusion, of Class
14 Members' right to dispute the Compensable Workweeks credited to each of them by submitting a
15 dispute, and of each Settlement Class Member's right and opportunity to object to the Settlement by
16 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that
17 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
19 meet the requirements of due process and shall constitute due and sufficient notice to all persons
20 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by
21 First-Class U.S. Mail to all Class Members within ten (10) calendar days of receipt of the Class
22 Information, pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from and objecting to the Settlement. Class Members
25 will have sixty (45) calendar days from the initial mailing of the Class Notice ("Response Deadline")
26 to submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of
27 Compensable Workweeks stated in their respective Class Notice, as set forth in the Settlement. In the
28 case of a re-mailed Class Notice, the Response Deadline will be extended ten (10) calendar days from

1 the original Response Deadline. Any such person who timely and validly chooses to opt out of, and
2 be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will
3 not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class
4 Members who have not submitted a valid and timely Request for Exclusion (i.e., Settlement Class
5 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on _____,
7 2024 at _____ a.m./p.m. in Department 17 of the Kern County Superior Court, located at 1415
8 Truxtun Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the
9 Settlement, including: whether the proposed settlement of the action on the terms and conditions
10 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the
11 Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan
12 of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
13 Settlement Class Members; and determine whether to approve the requests for the Attorneys' Fees
14 and Expenses, Class Representative Service Awards, and Settlement Administration Costs.

15 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
16 Fees and Expenses, Class Representative Service Awards, and Settlement Administration Costs, along
17 with the appropriate declarations and supporting evidence, including the Settlement Administrator's
18 declaration, by scheduled for 5-17-24, to be heard at the Final Approval Hearing. 

19 15. In the event the Settlement does not become effective in accordance with the terms of
20 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
21 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
22 the parties shall revert back to their respective positions as of before entering into the Settlement
23 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
24 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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1 16. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: 1-10-24


The Honorable Thomas S. Clark
Judge of the Superior Court

EXHIBIT C

Date	Type of Expense	Description of Expense	Amount
7/15/2021	Mailing	Records Request	\$6.96
7/22/2021	Mailing	LWDA: PAGA Notice	\$75.00
7/22/2021	Mailing	PAGA Notice	\$6.96
8/20/2021	Filing	First Legal: Complaint and Initiating Docs	\$1,682.20
8/23/2021	Filing	First Legal: Summons (revised)	\$35.75
8/23/2021	Filing	First Legal: Summons (revised) - Rejected	\$72.00
8/24/2021	Filing	First Legal: Summons (revised) - Rejected due to duplicare filing	\$72.00
8/24/2021	Filing	First Legal: Amended Summons	\$35.75
8/25/2021	Other	First Legal: Service of Complaint and Initiating Docs on Sodexo, Inc.	\$250.90
8/25/2021	Other	First Legal: Service of Complaint and Initiating Docs on SDH Services West, Inc.	\$114.95
8/31/2021	Filing	First Legal: Proof of Service of Summons (X2) - Rejected	\$32.00
8/31/2021	Filing	First Legal: Proof of Service of Summons (X2)	\$35.75
2/7/2022	Filing	First Legal: Plaintiff's Notice of Posting of Jury Fees	\$202.25
2/7/2022	Filing	First Legal: Case Management Statement	\$37.25
2/22/2022	Other	Court Call: 02.22.22 CMC	\$94.00
3/25/2022	Mediation	Mediation with Jeff Krivis	\$9,000.00
10/11/2022	Filing	First Legal: Case Management Statement	\$37.25
10/18/2022	Other	Berger Consulting Group	\$3,500.00
10/19/2022	Other	Court Call: 10.19.22 CMC	\$94.00
5/10/2023	Filing	First Legal: Joint CMC Statement	\$39.50
5/12/2023	Filing	First Legal: MPA and Supporting Docs	\$101.90
5/19/2023	Other	Court Call: 05.19.23 CMC	\$72.00
6/27/2023	Other	Court Call: 06.27.23 MPA Hearing	\$72.00
10/12/2023	Filing	Steno: Filing of Renewed MPA and Supporting Docs	\$180.95
12/4/2023	Other	Court Call: 12.04.23 Hearing	\$72.00
12/7/2023	Filing	Steno: Notice of Continued Hearing	\$59.95
12/13/2023	Filing	Steno: Proof of Service of Renewed MPA to LWDA	\$59.95
12/20/2023	Filing	Steno: Filing of Supplemental Declaration ISO MPA/Proof of Service	\$59.95
1/10/2024	Other	Court Call: 01.10.24 Hearing on Renewed MPA	\$72.00
1/10/2024	Filing	Steno: Notice of Entry of Order re: MPA	\$59.95
	Filing	Anticipated Cost: Filing of Motion for Final Approval and Supporting Docs	\$180.95
	Filing	Anticipated Cost: Notice of Entry of Order re: MFA	\$59.95
TOTAL:			\$16,476.02