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Attorneys for Plaintiffs

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

GEANEE COLEMAN, individually, and on
behalf of other members of the general public
similarly situated; CHELSEA HANSEN,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

ALEGRECARE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20063958

Honorable Evelio Grillo
Department 21

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Geanee
Coleman & Chelsea Hansen); and [Proposed]
Order filed concurrently herewith]

Reservation No.: 284736262670

Date: September 29, 2023
Time: 9:00 a.m.
Department: 21

Complaint Filed: June 8, 2020
FAC Filed: August 21, 2020
SAC Filed: May 3, 2023
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
10 focused on class actions and other complex cases involving toxic torts and products liability. In
11 addition, he gained substantial experience on cases involving insurance bad faith, premises
12 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
13 argued approximately one hundred (100) motions, took or defended approximately one hundred
14 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
15 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
16 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
17 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
18 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
19 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
20 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
21 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
22 involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
24 has successfully obtained class certification by contested motion practice in approximately fifteen
25 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions and successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, and intervention. She has successfully
27 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
8 from University of California at Berkeley in 2001 and earned my Juris Doctor degree from
9 Southwestern University School of Law in 2008. I was admitted to practice law in California in
10 2008. I am admitted to practice before all courts of the State of California the Northern, Central,
11 and Eastern federal district courts in the State of California. I have worked on many wage and
12 hour class action and representative PAGA matters, and my work has included, *inter alia*,
13 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
14 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation
15 and analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
16 for over a decade at boutique firms providing estate planning and tax and other legal services to
17 the special needs community, including, *inter alia*, representing clients at mediations with school
18 districts and California Regional Centers, handling administrative proceedings involving special
19 education and probate proceedings involving conservatorship, acting as court-appointed counsel
20 for conservatees in Los Angeles Superior Court as a part of the Court's Court Appointed Counsel
21 (CAC) panel, and handling estate planning and property transfers.

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

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

26 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a major property management company involving allegations
28 of misclassification of various "manager" positions. On September 20, 2010, the court granted

1 final approval of the class action settlement. The Los Angeles County Superior Court Case
2 Number is BC400414.

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

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

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

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

23 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 wage-and-hour class and PAGA representative action against a national wholesale distributor of
25 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
26 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
27 representative action settlement. The Sacramento County Superior Court Case Number is 34-
28 2012-00136285.

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

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

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

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

23 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
25 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
26 settlement. The Los Angeles County Superior Court Case Number is BC488069.

27 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of apparel, accessories, and home products,

1 involving allegations of misclassification of the “Department Manager” position. On August 12,
2 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
3 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
4 County Superior Court Case Number is RG13680477.

5 m) LFJ represented the plaintiff in a PAGA representative action against a real
6 estate and property management company, on behalf of non-exempt employees. On November 4,
7 2016, the court granted approval of the PAGA representative action settlement. The Orange
8 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

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

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

25 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a consumer packaging company, on
27 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
28

1 and PAGA representative action settlement. The Los Angeles County Superior Court Case
2 Number is BC590429.

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

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

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

18 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
19 representative action against a food company on behalf of non-exempt employees. On June 30,
20 2017, the court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175871.

22 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
23 representative action against a chocolate company on behalf of non-exempt employees. On July
24 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
25 The Alameda County Superior Court Case Number is RG15764300.

26 w) LFJ firm represented the plaintiff in a PAGA representative action, against
27 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
28

1 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
2 Los Angeles County Superior Court Case Number is BC569664.

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

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

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

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

24 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
26 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
27 County Superior Court Case Number is VCU264528.
28

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

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

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

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

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

hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed

1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law and finding, in part, that
3 employer arbitration agreements are unenforceable where they block a PAGA claim from
4 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
5 granted approval of the PAGA representative action settlement. The San Diego County Superior
6 Court Case Number is 34-2015-00175330.

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

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

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

23 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. The San Diego County Superior Court Case Number is
27 37-2015-00025968-CU-OE-CTL.
28

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

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

oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs Geanee Coleman and Chelsea Hansen, on the one hand, and Defendant Alegrecare, Inc., ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, the Class is estimated to consist of approximately one thousand and fifty (1,050) individuals.

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

1 type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees
2 and costs that would have only increased significantly had the case progressed through
3 certification, trial, and/or appeals.

4 11. Class Counsel has litigated the case for over three (3) years and was actively
5 preparing the matter for class certification and trial. The Parties have engaged in extensive
6 settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey
7 Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment
8 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged
9 extensive information and engaged in discussions regarding their evaluations of the case and
10 various aspects of the case, including but not limited to, Defendant's financial condition, the risks
11 and delays of further litigation, the risks to the Parties of proceeding with class certification and/or
12 representative adjudication, the law relating to off-the-clock theory, meal and rest periods,
13 representative PAGA actions, and wage-and-hour law and enforcement, as well as the evidence
14 produced and analyzed, and the possibility of appeals, among other things. During all settlement
15 discussions, the Parties conducted their negotiations at arm's length in an adversarial position.
16 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and Defendant's
17 counsel felt strongly about their ability to prevail on the merits and at certification and trial, and
18 Plaintiffs and Class Counsel believed that they would be able to obtain class certification and
19 prevail at trial. After conducting investigations, formal and informal discovery, and exchange of
20 information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the
21 Parties have agreed that the matter is well-suited for settlement given the legal issues relating to
22 Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further
23 litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Claims of
24 Plaintiffs and Settlement Class Members against the Released Parties.

25 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
26 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
27 Class Counsel conducted significant investigation and formal and informal discovery regarding
28 the facts of the case, including and not limited to, the exchange, review, and analysis of thousands

of pages of documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories-General (Set One)) and notices of depositions of Defendant's Person Most Knowledgeable designees on Defendant. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs and other Class Members, a detailed sampling of Class Members' time and pay data, earning statements, Defendants' Employee Handbook, job descriptions, company policy acknowledgements, Defendant's operations and employment practices (including but not limited to Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adults & Elders, Certificate of Completion of Training, Disclosure Regarding Background Investigation), procedures (including but not limited to Employee Voluntary Waiver Form, Employment Health Statement, Pay Periods, Grievance Procedure), and policies (including but not limited to Paid Time Off, Family Medical Leave, and Paid Training) among other information and documents. Class Counsel interviewed Plaintiffs and conducted investigations to gather facts and circumstances surrounding Plaintiffs and putative Class Members' employment and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief, and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on our analysis, the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Maximum Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees

1 and Costs, Settlement Administration Costs, Enhancement Payments, and the LWDA Payment.
2 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
3 the Court, the Net Settlement Amount that will be available for distribution to Settlement Class
4 Members is currently estimated to be Seven Hundred and Two Thousand Dollars (\$702,000.00).
5 The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement
6 and there is no reversion to Defendants.

7 15. The Parties have agreed to retain Simpluris, Inc., (“Simpluris” or “Settlement
8 Administrator”) to handle the notice and settlement administration process. The Parties
9 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
10 Settlement Administrator. Defendants shall provide the Settlement Administrator with the
11 following information about each Class Member: last known full name, last known address, last
12 known telephone number, Social Security number and employee ID number, start and end dates
13 of employment as a non-exempt or hourly-paid employee of Defendant in California during the
14 Class Period, Workweeks, and such other information as may be necessary for the Settlement
15 Administrator to independently calculate and review the Workweeks attributed to each Class
16 Member (“Class Data”) and the Settlement Administrator will calculate each Class Member’s
17 estimated *pro rata* share of the Net Settlement Amount (“Settlement Share”). The Settlement
18 Administrator shall be responsible for: processing and mailing payments to the Plaintiffs, Class
19 Counsel, the LWDA, and Settlement Class Members; printing and mailing the Class Notice as
20 directed by the Court; calculating the Workweeks; receiving and reporting the Requests for
21 Exclusion, Notices of Objection, and Workweeks Disputes submitted by Class Members;
22 deducting taxes from Individual Settlement Payments and distributing tax forms; calculating the
23 Employer Taxes; processing and mailing tax payments to the appropriate state and federal taxing
24 authorities; providing declaration(s) as necessary in support of preliminary and/or final approval
25 of the Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
26 Administrator to perform. Settlement Administration Costs are currently estimated at not to exceed
27 Thirteen Thousand Dollars (\$13,000.00) and will be paid out of the Maximum Settlement Amount,
28 subject to approval of the Court.

1 16. Based on investigation and information discovered, Class Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
3 that Defendants, with respect to Plaintiffs and Class Members, *inter alia*, failed to properly pay
4 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
5 associated premium pay, failed to timely pay wages during employment and upon termination of
6 employment, failed to provide compliant wage statements, and failed to reimburse necessary
7 business expenses, and thereby engaged in unfair business practices and conduct giving rise to
8 civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor
9 Code sections 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform
10 similar job duties and were subject to the same or similar operations and employment policies,
11 practices, and procedures. Additionally, Plaintiffs asserted that Defendants' recordkeeping
12 practices with respect to Plaintiffs and Class Members were substantially the same during the time
13 period at issue. As a result of said alleged uniform practices, Plaintiffs claim that Class Members
14 were not paid all of the compensation that was owed to them by Defendant. Thus, in Class
15 Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants'
16 uniform operations and employment practices, policies, and procedures that Plaintiffs allege
17 applied across Defendants' hourly-paid or non-exempt employees in California during the relevant
18 time period.

19 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
20 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
21 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
22 and the difficulties and delays inherent in such litigation, including those involved in class
23 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
24 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants'
25 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
26 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
27 mediator, who is experienced and well-regarded in complex labor and employment matters.
28

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

17 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
18 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
19 (i.e., \$525,000.00) and expenses and costs in an amount not to exceed Twenty Thousand Dollars
20 (\$20,000.00), which will be paid out of the Maximum Settlement Amount, subject to approval by
21 the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
22 and will not receive any compensation until recovery is obtained.

23 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
24 Hundred Dollars (\$7,500.00) to each Plaintiff as Enhancement Payments, to be paid out of the
25 Maximum Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time
26 and effort to produce relevant documents and past employment records and to provide the facts
27 and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever
28 Class Counsel needed them, and actively tried to obtain information that would facilitate the

1 pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to
2 receive the Enhancement Payments, in addition to any Individual Settlement Payments to which
3 they may be entitled, for services performed in the matter on behalf of the Class and State of
4 California.

5 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
6 in the best interests of Plaintiffs, the Class, and the State of California. Class Counsel further
7 submits that the Settlement is within an acceptable range of recovery for this type of litigation
8 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
9 and the costs and risks associated with class certification, representative adjudication, trial, and/or
10 appeals.

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

13 Executed on this 14th day of August 2023, at Glendale, California.

14 

15 _____
16 Annabel Blanchard
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EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Geanee Coleman
4 (“Plaintiff Coleman”), individually and on behalf of the Class, and Chelsea Hansen (“Plaintiff
5 Hansen”), individually and on behalf of the Class and the State of California pursuant to the Private
6 Attorneys General Act (together, “Plaintiffs”), and Defendant Alegrecare, Inc. (“Defendant”).
7 Plaintiffs and Defendant are collectively referred to herein as the “Parties” and individually referred
8 to herein as “Party.”

9 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
10 forth herein, the Parties agree, subject to the Court’s approval, that the Action and the Released
11 Claims shall be settled and compromised as between the Settlement Class and Defendant, subject to
12 the terms and conditions set forth herein.

13 **I. DEFINITIONS**

14 A. “Action” refers to the putative class action entitled *Geanee Coleman v. Alegrecare*
15 *Inc.*, Superior Court of California for the County of Alameda, Case No. RG20063958, including
16 the Part(ies) and cause(s) of action added by the proposed Second Amended Class Action
17 Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code
18 §2698 Et Seq., attached hereto as “**Exhibit A**”, and detailed in Section II below.

19 B. “Attorneys’ Fees and Costs” refers to attorneys’ fees in an amount not to exceed
20 Thirty Five Percent (35%) of the Maximum Settlement Amount (i.e., up to \$525,000, subject to
21 increase pursuant to Section XIV.C herein below) and reimbursement of litigation costs and
22 expenses in an amount up to Twenty Thousand Dollars (\$20,000.00) payable to Class Counsel
23 from the Maximum Settlement Amount, subject to Court approval.

24 C. “Class Counsel” refers to Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna
25 Ghosh, Esq. of Lawyers *for* Justice, PC.

26 D. “Class” or “Class Member(s)” refers to all current and former hourly-paid or non-
27 exempt employees who worked for Defendant within the State of California at any time during the
28

1 Class Period.

2 E. "Class Data" refers to the compilation of the following information for each Class
3 Member: last known full name, last known address, last known telephone number, Social Security
4 number and employee ID number, start and end dates of employment as a non-exempt or hourly-
5 paid employee of Defendant in California during the Class Period, Workweeks, and such other
6 information as may be necessary for the Settlement Administrator to independently calculate and
7 review the Workweeks attributed to each Class Member.

8 F. "Class Notice" refers to the Notice of Class Action Settlement that is to be mailed
9 to the Class Members, substantially in the form attached hereto as "**Exhibit B**," as ordered by the
10 Court, subject to edits that the Parties may jointly agree upon which are in conformity with the
11 Court's orders and this Agreement.

12 G. "Class Period" for purposes of this Settlement is the period from June 8, 2016
13 through October 31, 2021.

14 H. "Court" refers to the court having jurisdiction over the Action, at any stage of the
15 Action, which is presently the Superior Court of Alameda County.

16 I. "Defendant" refers to Defendant Alegrecare, Inc.

17 J. "Defendant's Counsel" refers to Joel M. Van Parys, Esq. of CDF Labor Law LLP.

18 K. "Effective Date" refers to the date upon which the terms of this Settlement
19 Agreement shall become effective, which is the date on which all of the following events have
20 occurred: (i) this Settlement Agreement has been executed by all Parties and their respective
21 counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has
22 been given to the Class, providing them with an opportunity to dispute the number of Workweeks
23 attributed to them in their Class Notice, to opt out of the Settlement, or to object to the Settlement;
24 (iv) the Court has held a Final Approval Hearing and entered the contemplated Final Approval
25 Order and Judgment, certifying the Class and approving this Settlement; and (v) the later of the
26 following events: (1) if there is no objection to the Settlement, or if there is an objection but it is
27 withdrawn, then, the date of the notice of entry of the Final Approval Order and Judgment; (2) if
28 there is an objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,

1 then, sixty-five (65) calendar days following notice of entry of the Final Approval Order and
2 Judgment; or (3) if there is an objection to the Settlement, that is not withdrawn, and any appeal,
3 writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65)
4 calendar days following notice of entry of the Final Approval Order and Judgment, then when any
5 such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been
6 resolved finally and conclusively with no right to pursue further remedies or relief. In this regard,
7 it is the intention of the Parties that the Settlement shall not become effective until the Final
8 Approval Order and Judgment is completely final, and there is no further recourse by an appellant
9 or objector who seeks to contest the Settlement.

10 L. “Enhancement Payment” or “Enhancement Payments” refer(s) to the amounts
11 payable to: (1) Plaintiff Coleman not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00)
12 payable to Plaintiff Coleman from the Maximum Settlement Amount, subject to Court approval;
13 and (2) Plaintiff Hansen not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) payable
14 to Plaintiff Hansen from the Maximum Settlement Amount, subject to Court approval.

15 M. “Final Approval Order and Judgment” refers to the order of the Court granting final
16 approval of this Settlement and entering a judgment approving this Settlement on substantially the
17 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

18 N. “Individual Settlement Payment(s)” refers to the net payment of each Settlement
19 Class Member’s Settlement Share, after reduction for the employee’s share of taxes and
20 withholdings with respect to the wages portion of his or her individual Settlement Share.

21 O. “LWDA” refers to the California Labor and Workforce Development Agency.

22 P. “LWDA Payment” refers to the amount of Two Hundred Twenty-Five Thousand
23 Dollars (\$ 225,000.00) to be paid to the LWDA for its seventy-five percent (75%) share of the
24 PAGA Penalties.

25 Q. “Maximum Settlement Amount” is the maximum amount which Defendant is
26 obligated to pay under this Agreement, which is One Million Five Hundred Thousand Dollars
27 (\$1,500,000.00) (subject to increase pursuant to Section XIV.C below), exclusive of Defendant’s
28 employer-share of payroll taxes in connection with the wages portion of Settlement Shares

1 (“Employer Taxes”), payment of which Defendant shall be responsible for separately and in
2 addition to the Maximum Settlement Amount. The Maximum Settlement Amount is non-
3 reversionary and no part shall go back to Defendant.

4 R. “Net Settlement Amount” refers to the Maximum Settlement Amount, less the
5 Court-approved (1) Attorneys’ Fees and Costs; (2) Settlement Administration Costs; (3)
6 Enhancement Payments; and (4) LWDA Payment.

7 S. “Notice of Objection” refers to a Settlement Class Member’s written objection to
8 the Settlement Agreement, which must: (1) contain the Settlement Class Member’s full name,
9 current address, current telephone number, last four digits of his or her Social Security number or
10 employee ID number, and signature; (2) contain the case name and number of the Action; (3)
11 contain a clear statement explaining the Settlement Class Member’s objection(s) to the Settlement;
12 (4) attach any documents on which the Settlement Class Member is relying for the objection; (5)
13 contain a clear statement indicating whether or not the Settlement Class Member is represented by
14 counsel and identifying any such legal counsel; (6) contain a clear statement indicating whether
15 the Settlement Class Member intends to appear at the Final Approval Hearing to present his or her
16 objection(s); and (7) be mailed or faxed to the Settlement Administrator at the specified address,
17 postmarked or fax-stamped on or before the Response Deadline.

18 T. “PAGA” refers to the California Labor Code Private Attorneys General Act, Cal.
19 Lab. Code §§ 2698, *et seq.*

20 U. “PAGA Penalties” refers to the amount of Three Hundred Thousand Dollars (\$
21 300,000.00) of the Maximum Settlement Amount allocated to civil penalties under PAGA,
22 seventy-five percent (75%) of which, or Two Hundred Twenty Five Thousand Dollars (\$
23 225,000.00), will be paid to the LWDA (i.e., LWDA Payment), and the remaining twenty-five
24 percent (25%), or Seventy Five Thousand Dollars(\$ 75,000.00), will remain a part of the Net
25 Settlement Amount for distribution to Settlement Class Members.

26 V. “Parties” collectively refers to Plaintiffs and Defendant.

27 W. “Plaintiffs” or “Class Representatives” refers to Geanee Coleman and Chelsea
28 Hansen.

1 X. "Preliminary Approval" refers to the date on which the Court grants preliminary
2 approval of the Settlement.

3 Y. "Preliminary Approval Order" refers to the order of the Court granting preliminary
4 approval of the Settlement set forth herein.

5 Z. "Released Claims" refers to all claims, demands, rights, liabilities, and/or causes of
6 action that were pled or that could have been pled based on the Operative Complaint and LWDA
7 Notice, arising during the Class Period, under California state law, including and not limited to
8 claims or causes of action based on the California Labor Code, the Private Attorneys General Act,
9 California Labor Code section 2698, *et seq.* (*i.e.*, PAGA), Industrial Welfare Commission Wage
10 Orders, and California Business & Professions Code section 17200, *et seq.*, for violations of
11 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
12 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Order Nos. 2-2001, 4-2001, 5-
13 2001, and 15-2001 for the failure to pay minimum wages, the failure to pay or properly calculate
14 overtime wages, the failure to provide meal periods, the failure to provide rest periods, the failure
15 to pay waiting-time penalties, the failure to timely pay wages during employment and at
16 termination of employment, the failure to keep and maintain accurate payroll records, the failure
17 to provide accurate itemized wage statements, the failure to reimburse business expenses, unfair or
18 unlawful business practices in violation of California Business and Professions Code § 17200, *et*
19 *seq.* based on the allegations in the Operative Complaint, and civil penalties pursuant to PAGA.

20 AA. "Released Parties" refers to Defendant, its past or present officers, directors,
21 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, and its
22 respective successors and predecessors in interest, subsidiaries, parents, and attorneys.

23 BB. "Request for Exclusion" refers to a Class Member's written request to be excluded
24 from the Settlement, which must: (1) contain the Class Member's full name, current address,
25 current telephone number, last four digits of his or her Social Security number or employee ID
26 number, and signature; (2) contain the case name and number of the Action; (3) contain a clear
27 statement indicating that he or she seeks exclusion from the Settlement; and (4) be mailed or faxes
28 to the Settlement Administrator at the specified address, postmarked or fax-stamped on or before

1 the Response Deadline.

2 CC. “Response Deadline” refers to the date that is forty-five (45) calendar days after the
3 Settlement Administrator initially mails the Class Notice to Class Members and the last date on
4 which Class Members may submit a Request for Exclusion, Workweeks Dispute, and/or Notice of
5 Objection. If a second mailing to any Class Member is required as a result of the initial mailing
6 being returned as undeliverable, the Response Deadline for those Class Members only, who shall
7 be sent a second mailing, will be extended for fifteen (15) calendar days (i.e., such Class Members
8 shall have sixty (60) calendar days from the first mailing to submit a Request for Exclusion,
9 Workweeks Dispute, and/or a Notice of Objection) irrespective of when the first mailing was
10 returned as undeliverable.

11 DD. “Settlement Administrator” refers to Simpluris, Inc., or any other third-party class
12 action Settlement Administrator agreed to by the Parties and approved by the Court for the purposes
13 of administering this Settlement.

14 EE. “Settlement Administration Costs” refers to the fees and costs payable to the
15 Settlement Administrator, subject to Court approval, for administering this Settlement. The
16 Settlement Administration Costs will be paid from the Maximum Settlement Amount, which are
17 currently estimated not to exceed Thirteen Thousand Dollars (\$13,000).

18 FF. “Settlement Class” or “Settlement Class Member(s)” refers to each Class Member
19 who has not submitted a valid and timely Request for Exclusion.

20 GG. “Settlement Share” refers to a *pro rata* share of the Net Settlement Amount,
21 calculated in accordance with the methodology provided herein, that a Class Member may be
22 eligible to receive in accordance with the terms set forth herein.

23 HH. “Workweek(s)” refers to the number of weeks a Class Member worked for
24 Defendant as a non-exempt or hourly-paid employee in California during the Class Period, which
25 will be calculated by Defendant based on the Class Member’s start and end dates of employment
26 during the Class Period as a non-exempt or hourly-paid employee of Defendant in California,
27 excluding any week(s) during which the Class Member did not work or was on a leave of absence.
28 Each Class member shall be credited with at least one (1) Workweek.

II. “Workweeks Dispute” refers to a Class Member’s written dispute of the pre-printed information in the Class Notice as to his or her Workweeks, which must: (1) contain the Class Member’s full name, current address, current telephone number, last four digits of his or her Social Security number or employee ID number, and signature; (2) contain the case name and number of the Action; (3) contain a clear statement explaining the basis for his or her dispute of the number of Workweeks credited to him or her as well as the number of Workweeks he or she claims should be credited to him or her; (4) attach any documentation that he or she has to support the dispute; and (5) be mailed or faxed to the Settlement Administrator at the specified address, postmarked or fax-stamped on or before the Response Deadline.

II. RELEVANT PROCEDURAL HISTORY

On June 8, 2020, Plaintiff Coleman commenced the Action against Defendant, in the Superior Court of California for the County of Alameda, by filing the Class Action Complaint for Damages (“Original Complaint”). Plaintiff Coleman sought to represent a class of current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time from June 8, 2016 to final judgment. Plaintiff Coleman alleged causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code sections 17200, et seq.

On August 21, 2020, Plaintiff Coleman filed a First Amended Class Action Complaint for Damages (“First Amended Complaint”) removing the eighth cause of action for Violation of California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records).

1 On March 5, 2021, Defendant timely filed its Answer to the First Amended Complaint.
2 Defendant denied all material allegations and asserted affirmative defenses.

3 On August 24, 2021, Plaintiff Hansen provided written notice to the LWDA and Defendant
4 of the specific provisions of the California Labor Code that were violated (“LWDA Notice”).

5 Thereafter, the Action was extensively litigated and on September 17, 2021, the Parties
6 engaged in mediation with mediator Jeffrey Krivis, Esq. Following the mediation, with the assistance
7 of the mediator, the Parties reached the agreement reflected in this Settlement, subject to Court
8 approval.

9 As part of the Settlement embodied in this Agreement, the Parties stipulate to Plaintiff
10 Coleman seeking and being granted leave to file the contemplated Second Amended Class Action
11 Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code
12 § 2698, Et Seq.) (“Second Amended Complaint” or “Operative Complaint”), in substantially the form
13 attached hereto as “**Exhibit A**,” to add Plaintiff Chelsea Hansen as a named plaintiff, to assert, in
14 addition to the claims asserted in the First Amended Complaint, a cause of action for violation of
15 PAGA (Labor Code section 2698 *et seq.*) on behalf of Plaintiff Hansen and aggrieved employees,
16 and to flesh-out facts and allegations that were investigated, litigated, mediated, and settled. The
17 cause of action for violation of PAGA shall be consistent with the allegations in the LWDA Notice.
18 The Parties will execute and submit a stipulation regarding the filing of the Second Amended
19 Complaint with the Court and/or leave to file the Second Amended Complaint will be sought by way
20 of the motion for preliminary approval, whichever facilitates obtaining preliminary approval of the
21 Settlement the soonest. All material allegations in the Second Amended Complaint shall be deemed
22 denied by Defendant without the necessity of Defendant filing an Answer to the Second Amended
23 Complaint or any other pleading in the Action.

24 **III. INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY**

25 A. This Settlement Agreement is the result of a good-faith compromise of disputed
26 claims, and neither it nor any statement or conduct in furtherance of the Settlement shall be offered
27 or construed to be an admission or concession of any kind by any Party. In particular, but without
28 limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed

1 as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever by
2 Defendant, who expressly denies any liability, wrongdoing, impropriety, responsibility, or fault
3 whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about
4 this Settlement shall be offered or construed as an admission or evidence of the propriety or
5 feasibility of certifying a class in the Action or any other action for adversarial, rather than
6 settlement purposes. The Parties further agree that if, for any reason, the Settlement is not
7 approved, the certification will have no force or effect and will be immediately revoked.

8 B. Defendant further denies that, for any purpose other than settling the Action, the
9 Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims,
10 Defendant contends, among other things, that Plaintiffs and the Class Members were properly
11 classified as caregivers under Wage Order 15 of the Industrial Welfare Commission, have been
12 paid proper wages, have been provided all required meal and rest periods and associated premium
13 payments, have been paid timely wages and associated waiting time penalties, have been provided
14 with accurate itemized wage statements, and have been reimbursed for their business expenses or
15 are not due any reimbursements. Defendant also contends, among other things, that it maintained
16 accurate payroll records and has complied at all times with the California Labor Code and
17 applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all
18 claims, Defendant contends that it has complied at all times with the California Business &
19 Professions Code, the Labor Code, and all other directly applicable laws and/or regulations.

20 **IV. CLASS CERTIFICATION**

21 A. Solely for purposes of settling the Action, the Parties and their respective counsel
22 stipulate that the requisites for class certification with respect to the Class Members are met. The
23 Parties stipulate that certification for settlement purposes is in no way an admission that class
24 certification is proper for litigation purposes, and that evidence of this limited stipulation for
25 settlement purposes will not be deemed admissible in this or any other proceeding. More
26 specifically, the Parties stipulate that, solely for settlement purposes:

27 1. The Class is ascertainable and so numerous as to make it impracticable to
28 join all Class Members;

2. With respect to the Class, common questions of law and fact predominate over questions affecting any individual member in the Class, including, but not limited to: whether Defendant paid proper wages to the Class; whether Defendant provided compliant meal periods and associated premium pay to the Class; whether Defendant provided compliant rest periods and associated premium pay to the Class; whether Defendant timely paid compensation and associated waiting time penalties; whether Defendant provided accurate itemized wage statements to the Class; whether Defendant properly reimbursed the Class for their business expenses; whether Defendant maintained accurate payroll records with respect to the Class; whether Defendant engaged in unlawful or unfair business practices affecting the Class in violation of the California Business & Professions Code; and whether Plaintiffs and the Class are entitled to injunctive and/or declaratory relief;

3. Plaintiffs' claims are typical of the claims of the Class Members;

4. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class; and

5. A class action is superior to other available means for the fair and efficient adjudication of the controversy, as the prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

B. **Investigation:** Class Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Class.

1 **V. SETTLEMENT AMOUNT**

2 A. **Maximum Settlement Amount:** In consideration for the resolution and release of
3 claims provided for by this Settlement, Defendant shall pay a maximum amount of One Million
4 Five Hundred Thousand Dollars (\$1,500,000.00) (“Maximum Settlement Amount”), on a non-
5 reversionary basis, which includes the Net Settlement Amount (to be distributed to Settlement
6 Class Members on a *pro rata* basis, according to a specified formula based on their Workweeks),
7 all Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, Settlement
8 Administration Costs to the Settlement Administrator, and LWDA Payment to the LWDA. Under
9 no circumstances shall Defendant’s total obligation under this Settlement exceed the Maximum
10 Settlement Amount, except that Defendant shall be responsible for the Employer Taxes separately
11 and in addition to the Maximum Settlement Amount, and except for the provisions contained in
12 Section XIV.C of this Agreement.

13 B. **Net Settlement Amount:** The Net Settlement Amount shall be calculated by
14 deducting from the Maximum Settlement Amount (\$1,500,000.00) the following sums, as
15 approved by the Court: (1) attorneys’ fees in an amount not to exceed thirty-five percent (35%) of
16 the Maximum Settlement Amount (i.e., \$525,000.00 of the Maximum Settlement Amount
17 \$1,500,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed
18 \$20,000.00 (i.e., Attorneys’ Fees and Costs) to Class Counsel; (2) Enhancement Payments in
19 amounts not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Coleman
20 and Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Hansen, which will be paid in
21 addition to whatever payment they are otherwise entitled to as Settlement Class Members; (3)
22 payment in the amount of Two Hundred Twenty-Five Thousand Dollars (\$ 225,000.00) to the
23 LWDA for its share of the PAGA Penalties (i.e., LWDA Payment); and (4) fees and expenses of
24 the Settlement Administrator in an amount that is estimated not to exceed Thirteen Thousand
25 Dollars (\$13,000.00) (i.e., Settlement Administration Costs).

26 C. **Settlement Shares:** The Settlement Share for each Class Member will be calculated
27 by the Settlement Administrator and paid out of the Net Settlement Amount as set forth in Section
28 VIII.B below.

1 D. **Settlement Administration Costs:** The Parties have mutually agreed to engage
2 Simpluris, Inc. to serve as Settlement Administrator, subject to approval by the Court. The Parties
3 each represent that they do not have any financial interest in the Settlement Administrator or
4 otherwise have a relationship with the Settlement Administrator that could create a conflict of
5 interest. The Settlement Administrator's fees, costs, and expenses for undertaking the
6 administration of the Settlement (i.e., Settlement Administration Costs) are estimated not to exceed
7 Thirteen Thousand Dollars (\$13,000.00). All Settlement Administration Costs will be paid from
8 the Maximum Settlement Amount. Any portion of the Settlement Administration Costs not used
9 or approved by the Court shall be part of the Net Settlement Amount.

10 E. **Notice to Class Members:**

11 1. Each Class Member will be provided with pre-printed information, in
12 substantially the same form as the Class Notice attached hereto as "**Exhibit B**" based on
13 Defendant's records. The Class Notice shall state, among other things, the Class Member's
14 Workweeks and his or her estimated individual Settlement Share. The pre-printed information
15 based on Defendant's records shall be presumed to be correct. The Class Notice shall be sent by
16 the Settlement Administrator to the Class Members by first class mail.

17 2. Within ten (10) calendar days from Preliminary Approval, Defendant shall
18 provide to the Settlement Administrator the Class Data. The Class Data shall be based on
19 Defendant's payroll and other business records and shall be provided in a format reasonably
20 acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement
21 Administrator prior to the production date of the Class Data, to ensure that the format will be
22 reasonably acceptable to the Settlement Administrator.

23 3. The Settlement Administrator will run a check of the Class Members'
24 addresses, as reflected in the Class Data provided by Defendant, against those on file with the U.S.
25 Postal Service's National Change of Address List; this check will be performed only once per Class
26 Member by the Settlement Administrator. Absent mutual written agreement of counsel for the
27 Parties or Court order, the Settlement Administrator will keep the Class Data list and any database
28 prepared based thereon confidential and use them only for the purposes described herein.

1 4. Within fifteen (15) calendar days after the Class Data is provided to the
2 Settlement Administrator, the Settlement Administrator will mail the Class Notice to the Class
3 Members by first class United States mail.

4 5. Class Notices returned to the Settlement Administrator as non-deliverable
5 before the Response Deadline (based on the postmark) shall be resent to the forwarding address, if
6 any, on the returned envelope. A returned Class Notice will be forwarded only once per Class
7 Member by the Settlement Administrator. If there is no forwarding address, the Settlement
8 Administrator will do a skip-trace search for a new address using the Class Member's Social
9 Security number, and the returned Class Notice will be resent within five (5) calendar days to any
10 new address that is located by way of skip-trace, if any; this search and re-mailing will be
11 performed only once per Class Member by the Settlement Administrator.

12 6. Upon completion of these steps by the Settlement Administrator, Defendant
13 and the Settlement Administrator shall be deemed to have satisfied their obligation to provide the
14 Class Notice to the affected Class Member. The affected Class Member shall remain a member of
15 the Class and shall be bound by all the terms of the Settlement and the Court's order granting final
16 approval of the Settlement and judgment based thereon.

17 7. Class Counsel shall provide to the Court, at least five (5) calendar days prior
18 to the Final Approval Hearing, a declaration by the Settlement Administrator of due diligence and
19 proof of mailing with regard to the mailing of the Class Notice to the Class Members.

20 F. **Resolution of Workweeks Disputes:** Any Class Member may dispute the pre-
21 printed information in the Class Notice as to his or her Workweeks by submitting a valid and timely
22 Workweeks Dispute to the Settlement Administrator, by fax or mail, postmarked or fax-stamped
23 on or before the Response Deadline. Unless a disputing Class Member submits documentary
24 evidence in support of his or her dispute, the records of the Defendant will be determinative. If the
25 Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement
26 Administrator. The Settlement Administrator will review Defendant's records and any information
27 or documents submitted by the Class Member and issue a non-appealable decision regarding the
28 dispute. The date of the postmark on the return envelope or fax-stamp on the submission shall be

1 the exclusive means used to determine whether a Workweeks Dispute has been timely submitted.
2 No Workweeks Disputes will be honored if they are postmarked or fax-stamped after the Response
3 Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is
4 responsible to maintain a photocopy of all documents sent to the Settlement Administrator and a
5 record of proof of mailing.

6 G. **Right of Class Member to Request Exclusion from the Settlement:** Any Class
7 Member may request to be excluded from the Settlement (*i.e.*, opt out) by submitting a valid and
8 timely Request for Exclusion to the Settlement Administrator, by fax or mail, postmarked or fax-
9 stamped on or before the Response Deadline. The date of the postmark on the return envelope or
10 fax-stamp on the submission shall be the exclusive means used to determine whether a Request for
11 Exclusion has been timely submitted. Any Class Member who timely submits a Request for
12 Exclusion in compliance with these requirements lacks standing to object to the Settlement. In the
13 event that a Class Member submits both a Request for Exclusion and a Notice of Objection, the
14 Request for Exclusion will be valid, while the Notice of Objection will be considered invalid.

15 H. **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class
16 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
17 Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms
18 of the Settlement Agreement, including those pertaining to the Released Claims, as well as the Final
19 Approval Order and Judgment that may be entered by the Court if it grants final approval to the
20 Settlement.

21 I. **Right of Class Member to Object to the Settlement:** Any Class Member may
22 object to the terms of the Settlement, as long as he or she has not submitted a Request for Exclusion
23 (*i.e.*, Settlement Class Members) by submitting a valid and timely Notice of Objection to the
24 Settlement Administrator, by fax or mail, postmarked or fax-stamped on or before the Response
25 Deadline. The date of the postmark on the return envelope or fax-stamp on the submission shall be
26 the exclusive means used to determine whether a Notice of Objection has been timely submitted.
27 Settlement Class Members who fail to submit timely, written Notices of Objection in the manner
28 specified above, and as set forth in the Class Notice, shall be deemed to have waived all objections

1 and shall be foreclosed from making any objection (whether by appeal or otherwise) to the
2 Settlement, unless otherwise ordered by the Court. At no time will any of the Parties or their
3 counsel seek to solicit or otherwise encourage Settlement Class Members to submit written
4 objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment.
5 Class Counsel will not represent any Class Members with respect to any such objections to this
6 Settlement. Class Counsel and Defendant's Counsel may, at least five (5) calendar days (or some
7 other number of days as the Court shall specify) before the Final Approval Hearing, file a response
8 to any written objection submitted to the Court.

9 **VI. SETTLEMENT ADMINISTRATOR'S DUTIES AND COSTS**

10 A. The Settlement Administrator will independently calculate the Workweeks attributed
11 to each Class Member based on the Class Data provided by Defendant and will calculate the amounts
12 due to each Class Member in accordance with this Settlement. The Settlement Administrator shall
13 report, in summary or narrative form, the substance of its findings to the Parties. The Parties will
14 cooperate to provide to the Settlement Administrator relevant records in order to perform its duties.

15 B. In accordance with the terms of this Settlement, and upon receipt of funds from
16 Defendant, the Settlement Administrator will issue and send out the Individual Settlement Payment
17 checks to the Settlement Class Members. All disputes relating to the Settlement Administrator's
18 performance of its duties shall be referred to the Court, if necessary, which will have continuing
19 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
20 contemplated by this Settlement have been fully carried out.

21 **VII. FUNDING AND DISTRIBUTION OF SETTLEMENT**

22 A. Within ten (10) calendar days of the Effective Date, Defendant shall pay Seven
23 Hundred Fifty Thousand Dollars (\$750,000.00) of the Maximum Settlement Amount into a
24 settlement account to be established by the Settlement Administrator ("First Installment").

25 B. Within nine (9) months of the date of the First Installment, Defendant shall pay Seven
26 Hundred Fifty Thousand Dollars (\$750,000.00) of the Maximum Settlement Amount into a
27 settlement account to be established by the Settlement Administrator, plus an amount sufficient to
28 cover Employer Taxes ("Second Installment").

C. Within fifteen (15) calendar days of the date Defendant funds the Second Installment, the Settlement Administrator shall distribute the Individual Settlement Payments to Settlement Class Members, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, the LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

VIII. INDIVIDUAL SETTLEMENT PAYMENTS TO SETTLEMENT CLASS MEMBERS

A. Each Class Member who does not submit a valid and timely Request for Exclusion (i.e., Settlement Class Member) will be entitled to a *pro rata* share of the Net Settlement Amount (i.e., Settlement Share), as calculated by the Settlement Administrator.

B. The Settlement Administrator will determine the Settlement Share of each Class Member, using the Class Data (as independently reviewed by the Settlement Administrator) according to the following methodology:

1. The number of Workweeks worked by all Class Members will be totaled ("Total Workweeks");

2. Each Class Member's individual Workweeks will be divided by the Total Workweeks to yield his or her "Individual Percentage Allocation"; and,

3. The Settlement Administrator will multiply each Class Member's Individual Percentage Allocation by the Net Settlement Amount to yield his or her Settlement Share.

C. The Parties have agreed that all Settlement Shares will be allocated as follows: four-fifths (4/5) as penalties, interest, and other non-wage damages and one-fifth (1/5) as wages. The wages portion of each Settlement Share will be reported on an IRS Form W-2 and the interest, penalties, and other non-wage damages portions will be reported on an IRS Form 1099. Settlement Class Members are solely responsible to pay appropriate taxes due on any amount paid to them under the Settlement. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Settlement Class Member with respect to such payments by the Settlement Administrator.

D. Defendant shall be responsible for paying the employer's portion of any tax liability with respect to payments required by this Settlement attributed to wages, separate and apart from, and in addition to, the Maximum Settlement Amount, and shall contribute additional funds as necessary to satisfy these obligations (i.e., Employer Taxes).

1 E. Settlement Class Members will be paid their respective Settlement Share, subject to
2 reduction for the employee's share of payroll taxes and withholdings with respect to the wages
3 portion of his or her Settlement Share (the net payment is their "Individual Settlement Payment").
4 Individual Settlement Payments shall be distributed by the Settlement Administrator, by way of
5 check that is mailed to the Settlement Class Members at the last known address that the Settlement
6 Administrator has on file.

7 F. All payments made to Plaintiffs and Settlement Class Members under this Settlement,
8 shall be deemed to be paid to such Settlement Class Member solely in the year in which such
9 payments actually are received by Plaintiffs and Settlement Class Members. It is expressly
10 understood and agreed that the receipt of payment under this Settlement will not entitle Plaintiffs or
11 any Settlement Class Member to additional compensation or benefits under any company bonus,
12 contest, or other compensation or benefit plan or agreement in place during the period covered by
13 the Settlement, nor will it entitle Plaintiffs or any Settlement Class Member to any increased
14 retirement, 401(k) benefits, matching benefits, or deferred compensation benefits. It is the intent that
15 the payments provided for in this Settlement are the sole payments to be made by Defendant to
16 Plaintiffs and Settlement Class Members in connection with the Settlement, and that Plaintiffs and
17 Settlement Class Members are not entitled to any new or additional compensation or benefits as a
18 result of having received the payments under the Settlement (notwithstanding any contrary language
19 or agreement in any benefit or compensation plan document that might have been in effect during
20 the period covered by this Settlement).

21 G. All payees under this Settlement Agreement remain responsible for payment of their
22 respective income taxes (if any).

23 H. Individual Settlement Payment checks shall remain valid and negotiable for one
24 hundred and eighty (180) calendar days from the date of their issuance, and if not cashed, deposited,
25 or otherwise negotiated within the 180-day deadline, shall be cancelled, however, the funds
26 associated with such cancelled checks will be distributed in accordance with Code of Civil Procedure
27 section 384 to Legal Aid at Work, a non-profit organization which, among other things, operates
28 Workers' Rights Clinics at sites across California. The Parties each represent that they do not have

any financial interest in the *cy pres* recipient or otherwise have a relationship with the *cy pres* recipient that could create a conflict of interest.

I. Upon completion of its calculation of Individual Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Settlement Class Member. Proof of payment will be provided to Class Counsel and Defendant's Counsel (without disclosing or identifying information of the Settlement Class Members), and filed with the Court as ordered by the Court.

IX. ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL

In consideration for resolving this matter, and subject to approval by the Court, Defendant will not object to Class Counsel's application for attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$525,000.00 if the Maximum Settlement Amount is \$1,500,000) and reasonable litigation costs and expenses actually incurred with respect to the Action in an amount not to exceed Twenty Thousand Dollars (\$20,000) (i.e., Attorneys' Fees and Costs). The amounts set forth above will cover all work performed and all fees and costs incurred to date in the Action, and all work to be performed and all fees and costs to be incurred in connection with obtaining the approval by the Court of this Settlement. Should Class Counsel request a lesser amount and/or the Court awards a lesser amount(s) for Attorneys' Fees and Costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be part of the Net Settlement Amount, and shall not affect the total Maximum Settlement Amount to be paid by Defendant. The Settlement Administrator will issue an IRS Form 1099 to Class Counsel for the payment of Attorneys' Fees and Costs. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may, at the request of Class Counsel, purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

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XII. RELEASE OF CLAIMS

A. Release of Claims by the Settlement Class Members:

Upon the Effective Date and full funding of the Maximum Settlement Amount, and except as to such rights or claims as may be created by this Settlement, Plaintiffs and each Class Member who has not submitted a valid and timely Request for Exclusion (i.e., Settlement Class Members) fully release and discharge the Released Parties from the Released Claims.

B. Release of Claims by the Class Representatives:

Plaintiff Coleman and Plaintiff Hansen (i.e., Class Representatives) agree that, upon the Effective Date and full funding of the Maximum Settlement Amount, they shall and hereby each do fully, finally, and forever compromise, release, resolve, relinquish, discharge, and settle, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, any and all claims of any nature whatsoever, they have or may have against the Released Parties, based on their employment with Defendant, for any act occurring on or before the date of final approval of the Settlement. The Class Representatives shall not institute any action or cause of action (in law, in equity, or administratively), suit, debt, lien, or claim, known or unknown, fixed or contingent, for the Released Claims, in state or federal court, or with any state, federal, or local government agency, except the EEOC or DFEH, or with any administrative or advisory body.

The Class Representatives may hereafter discover facts in addition to or different from those which they now know or believe to be true, but they nevertheless stipulate and agree that, upon the Effective Date and full funding of the Maximum Settlement Amount, they shall and hereby do fully, finally, and forever settle and release any and all of their individual claims whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. With respect to the release of their individual claims, as set forth in this section, the Class Representatives specifically acknowledge that they are aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

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

7 The Class Representatives, being aware of California Civil Code section 1542, hereby
8 expressly waive and relinquish all rights and benefits that they may have under the section as well as
9 any other statute or common law principle of a similar effect, with respect to the release of their
10 individual claims.

11 **XIII. APPROVAL OF THE SETTLEMENT**

12 **A. Seeking Preliminary Approval:** This Settlement Agreement shall be submitted to
13 the Court in support of Plaintiffs' motion for preliminary approval for determination by the Court
14 as to its fairness, adequacy, and reasonableness. In conjunction with the motion, Class Counsel will
15 submit a proposed Preliminary Approval Order to the Court, in a form agreed upon by the Parties,
16 providing for the following:

17 1. Scheduling of a hearing ("Final Approval Hearing") on the question of
18 whether the Settlement should be finally approved as fair, reasonable, and adequate as to the
19 members of the Class, and whether to award payment of Attorneys' Fees and Costs to Class Counsel,
20 Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration
21 Costs to the Settlement Administrator;

22 2. Conditional certification of the Class for settlement purposes only;

23 3. Preliminary appointment of Plaintiffs as representative of the Class and
24 Class Counsel as counsel for the Class;

25 4. Approval as to form and content the proposed Class Notice;

26 5. Directing the mailing of the Class Notice; and

27 6. Preliminary approval of the Settlement subject only to the objections of
28 Settlement Class Members and final review by the Court.

B. Seeking Final Approval of the Settlement: Class Counsel shall file a motion for
final approval of the Settlement, and in conjunction with the motion, Class Counsel will submit a

proposed Final Approval Order and Judgment granting final approval of the Settlement and judgment based thereon, in a form that is to be agreed upon by the Parties, providing for the following:

1. Making final the conditional certification of the Class for settlement purposes only;
2. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
3. Approval of Class Counsel's application for an award of Attorneys' Fees and Costs;
4. Approval of the Enhancement Payments to Plaintiffs;
5. Approval of the LWDA Payment to the LWDA and Settlement Administration Costs to the Settlement Administrator; and
6. Entry of judgment in the Action with continuing jurisdiction of the Court in conformity with California Rules of Court Rule 3.769.

XIV. MISCELLANEOUS

A. **Entire Agreement:** This Settlement Agreement and its associated Exhibits set forth the entire agreement of the Parties with respect to their subject matter and supersede any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein, including the Parties' Memorandum of Understanding. The Parties acknowledge that no representations, inducements, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to the subjects covered herein not set forth in writing in this Settlement Agreement have been made.

B. **No Additional Contribution by Defendant:** Defendant's monetary obligation under this Agreement is limited to the Maximum Settlement Amount and its employer-share of payroll taxes and contributions in connection with the wages portion of Settlement Shares (i.e.,

Employer Taxes).

C. **Potential Increases to Maximum Settlement Amount:** As part of the Parties' mediation with Jeffrey Krivis, Esq., Defendant represented that during the period June 8, 2016 to August 17, 2021, there were 1,050 Class Members and that collectively they had worked 54,430 Workweeks. Should the actual number of Workweeks for the Class Period increase by more than ten percent (10%) (i.e., to more than 59,873 Workweeks), then the Maximum Settlement Amount shall increase by \$27.56 for each Workweek above 59,873. Alternatively, should the actual number of Class Members for the Class Period increase by more than ten percent (10%) (i.e., more than 1,155 Class Members), then the Maximum Settlement Amount shall increase by \$1,428.57 for each Class Member above 1,155. Plaintiffs are not entitled to both increases in the Maximum Settlement Amount. If both limits are exceeded, then the Maximum Settlement Amount shall be increased by whichever amount is greater.

D. **Interim Stay of Proceedings:** Pending completion of the settlement process, the Parties agree to a stay of all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

E. **Termination/Nullification of the Settlement:** This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to finally approve of this Settlement; (c) the Final Approval Order and Judgment is reversed or declared or rendered void; or (d) the Settlement does not become final for any other reason.

1. If ten percent (10%) or more of the Class Members submit a valid and timely Request for Exclusion, then Defendant in its sole discretion may, but is not obligated to, terminate, nullify, and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this section, Defendant's Counsel must give Class Counsel written notice no later than ten (10) days after being provided with a final count of opt-outs by the Settlement Administrator. If Defendant exercises this option, Defendant shall pay

1 the Settlement Administrator's fees and costs incurred as of that date.

2 2. In the event this Settlement is nullified or terminated as provided above:
3 (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
4 negotiations or proceedings shall have any force or effect and no party shall be bound by any of its
5 terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if
6 the Settlement had been neither entered into nor filed with the Court.

7 F. **Mutual Cooperation**: The Parties agree to fully cooperate with each other to
8 accomplish the terms of this Settlement including, but not limited to, execution of such documents
9 and taking such other action as reasonably may be necessary to implement the terms of this
10 Settlement. The Parties to this Settlement shall use their reasonable best efforts, including all
11 efforts contemplated by this Settlement and any other effort that may become necessary by order
12 of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as
13 practicable after execution of this Settlement, Class Counsel shall, with the assistance and
14 cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's
15 preliminary and final approval of this Settlement.

16 G. **No Prior Assignments**: The Parties and their respective counsel represent,
17 covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered,
18 or purported to assign, transfer, or encumber to any person or entity any portion of any liability,
19 claim, demand, action, cause of action, or rights herein released and discharged except as set forth
20 herein.

21 H. **Binding on Assigns**: This Settlement shall be binding upon the Parties hereto and
22 their respective heirs, trustees, executors, administrators, successors, and assigns.

23 I. **No Admissions With Respect to Liability**: Nothing contained herein, nor the
24 consummation of this Settlement, is to be construed or deemed an admission with respect to
25 liability, culpability, negligence, or wrongdoing on the part of Defendant or Plaintiffs. The Parties
26 have entered into this Settlement solely with the intention to avoid further disputes and litigation
27 with the attendant inconvenience and expenses.

1 J. **State Law:** All terms of this Settlement Agreement and the exhibits hereto shall be
2 governed by and interpreted according to the laws of the State of California.

3 K. **Continuing Jurisdiction:** Pursuant to California Rules of Court rule 3.769(h), the
4 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
5 of the terms of this Settlement Agreement and all orders and judgments entered in connection
6 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for
7 purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement
8 Agreement and all orders and judgments entered in connection therewith.

9 L. **Notice to Counsel:** Unless otherwise specifically provided herein, all notices,
10 demands, or other communications given hereunder shall be in writing and shall be both emailed
11 and mailed by United States registered or certified mail, return receipt requested, addressed as
12 follows:

13 **Class Counsel:**

14 Edwin Aiwazian
15 Arby Aiwazian
16 Joanna Ghosh
17 **Lawyers for Justice, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203

Defendant's Counsel:

Joel M. Van Parys
CDF Labor Law LLP
900 University Avenue, Suite 200
Sacramento, California 95825

18 M. **Construction:** The Parties hereto agree that the terms and conditions of this
19 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and
20 this Settlement shall not be construed in favor of or against any party by reason of the extent to
21 which any party or his, her, or its counsel participated in the drafting of this Settlement.

22 N. **Captions and Interpretations:** Section titles or captions contained herein are
23 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
24 describe the scope of this Settlement or any provision hereof. Each term of this Settlement is
25 contractual and not merely a recital.

26 O. **Modification:** This Settlement may not be changed, altered, or modified, except in
27 writing and signed by the Parties hereto or their counsel of record. After preliminary approval of
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the Settlement has been granted, this Settlement may not be modified except by a writing signed by the Parties hereto or their counsel of record, and approved by the Court.

P. **Integration:** This Settlement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein.

Q. **Signatures and Authority:** It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release of claims provided for by the Settlement, and that the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

1. This Settlement Agreement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

2. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

R. **No Mass Communications:** Parties shall not disclose the negotiations of the Settlement except as required to be disclosed by law or to be disclosed to the Court in order to obtain preliminary and final approval of the Settlement. The Parties and their attorneys will keep the Settlement confidential until the filing of the motion for preliminary approval of the Settlement, except as otherwise required by law. Thereafter, except as provided below, the Parties agree to not make, or cause to make, any comments to the public or the media or engage in any mass communications or other publicity, including, but not limited to, social media, regarding the Settlement, except in court filings, as necessary to effectuate notices to the Class Members, and as required by law. If the media asks about this case in any way or requests a comment on the Settlement, the Parties agree to respond only with "The matter has been resolved." Notwithstanding

1 the foregoing, Class Counsel shall not be prohibited from, and will undertake, required submission
2 to the LWDA on the LWDA's website in order to implement the Settlement, Also, nothing in this
3 Settlement Agreement shall restrict Class Counsel from disclosing and including all publicly
4 available information regarding this case and the settlement in any documents filed with any court
5 and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).
6 Nothing in this Agreement is intended to prevent or restrict discussion or disclosure of factual
7 information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts
8 in the workplace (e.g., harassment or discrimination or any other conduct for which there is reason
9 to believe said conduct is unlawful), failure to prevent an act of workplace harassment or
10 discrimination, and/or an act of retaliation against a person for reporting or opposing harassment
11 or discrimination.

12 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this**
13 **Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant as**
14 **set forth below:**

15 **IT IS SO STIPULATED.**

16
17 Dated: 08/25/2022 _____

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Geanee Coleman, Plaintiff

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19 Dated: _____

Chelsea Hansen, Plaintiff

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21 Dated: _____

ALEGRECARE INC.

22
23 _____
24 Authorized Representative of Alegrecare Inc., Defendant

25 Name: _____

26 Title: _____
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1 the foregoing, Class Counsel shall not be prohibited from, and will undertake, required submission
2 to the LWDA on the LWDA's website in order to implement the Settlement, Also, nothing in this
3 Settlement Agreement shall restrict Class Counsel from disclosing and including all publicly
4 available information regarding this case and the settlement in any documents filed with any court
5 and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).
6 Nothing in this Agreement is intended to prevent or restrict discussion or disclosure of factual
7 information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts
8 in the workplace (e.g., harassment or discrimination or any other conduct for which there is reason
9 to believe said conduct is unlawful), failure to prevent an act of workplace harassment or
10 discrimination, and/or an act of retaliation against a person for reporting or opposing harassment
11 or discrimination.

12 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this**
13 **Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant as**
14 **set forth below:**

15 **IT IS SO STIPULATED.**

16
17 Dated: _____

18 _____
Geanee Coleman, Plaintiff

19 Dated: 08/18/2022 _____

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Chelsee Hansen
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Chelsee Hansen, Plaintiff

20
21 Dated: _____

ALEGRECARE INC.

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23 _____
Authorized Representative of Alegrecare Inc., Defendant

24 Name: _____

25 Title: _____
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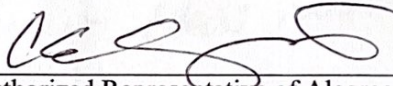
1 or discrimination.

2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
3 **Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant as**
4 **set forth below:**

5 **IT IS SO STIPULATED.**

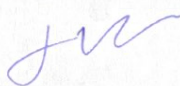
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7 Dated: _____
8 Geanee Coleman, Plaintiff

9 Dated: _____
10 Chelsea Hansen, Plaintiff

11 Dated: _____ **ALEGRE CARE INC.**
12 
13 Authorized Representative of Alegrecare Inc., Defendant
14 Name: Charles E. Symes, II
15 Title: CEO

16 **APPROVED AS TO FORM ONLY.**

17
18 Dated: _____ **LAWYERS for JUSTICE, PC**
19
20 By: _____
21 Edwin Aiwanian
22 Arby Aiwanian
23 Joanna Ghosh
24 Attorneys for Plaintiff Geanee Coleman and Proposed Class
25 Counsel

26 Dated: July 14, 2022 **CDF LABOR LAW LLP**
27 
28 By: _____
Joel Van Parys
Dalia Z. Khatib
Attorneys for Defendant Alegrecare Inc.

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APPROVED AS TO FORM ONLY.

Dated: 08/18/2022

LAWYERS *for* JUSTICE, PC

By: 

Edwin Aiwanian
Arby Aiwanian
Joanna Ghosh
Attorneys for Plaintiffs and Proposed Class Counsel

Dated: _____

CDF LABOR LAW LLP

By: _____
Joel Van Parys
Dalia Z. Khatib
Attorneys for Defendant Alegrecare Inc.