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17 **SUPERIOR COURT OF CALIFORNIA**
18 **FOR THE COUNTY OF SHASTA**

19 JENIFER FISHER, individually and on behalf
20 of all other similarly situated employees,

21 Plaintiff,

22 vs.

23 SHASCADE COMMUNITY SERVICES,
24 INC., a California Corporation; and DOES 1 to
25 100, inclusive,

26 Defendant.

Case No.: CVCV21-0198378

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Filed: October 15, 2021

FAC Filed: January 20, 2022

SAC Filed: July 21, 2022

Trial Date: None Set

1 This Private Attorneys General Act Settlement is made and entered into between the Plaintiff
2 Jenifer Fisher (“Plaintiff”), on behalf of herself, the Labor and Workforce Development Agency, and
3 Aggrieved Employees, and Defendant Shascade Community Services, Inc., (“Defendant”). This
4 Agreement is subject to the terms and conditions set forth below and approval of the Court.

5 **1. DEFINITIONS**

6 The following terms, when used in this Agreement, have the following meanings:

7 1.1 “Action” means the above stated lawsuit, *Fisher v. Shascade Community Services, Inc.*,
8 Shasta County Superior Court, Case No. CVCV21-0198378, filed October 15, 2021.

9 1.2 “Aggrieved Employee(s)” means All individuals who have, or continue to, perform work
10 for Defendants in California as non-exempt employees in the position of Job Coach from October 15,
11 2020, up to either (1) the Final Approval Date, or (2) 60 days after this Agreement is fully executed,
12 whichever is earlier. The estimated number of Aggrieved Employees is 38.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Private Attorneys
14 General Act Settlement.

15 1.4 “Complaint” means the operative Complaint on file in the Action with the Court.

16 1.5 “Court” means the Shasta County Superior Court.

17 1.6 “Defendant” means Shascade Community Services, Inc.

18 1.7 “Defendant's Counsel” means Sims, Lawrence & Broghammer.

19 1.8 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
20 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
21 after a signed order approving this settlement has been filed provided no appellate proceeding having been
22 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
23 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
24 further remedies or relief, whichever is later.

25 1.9 “Final Approval Date” means the date the Court enters a signed order granting approval of
26 the Agreement.

27 1.10 “Gross Settlement Amount” is the sum of Forty-Five Thousand (\$45,000).
28

1 1.11 "Individual Settlement Amount" means an individual Aggrieved Employees' allocation of
2 the Net Settlement Amount, as defined in Section 1.13 and 5.7.

3 1.12 "LWDA" means the California Labor and Workforce Development Agency.

4 1.13 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
5 distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after
6 deduction of Plaintiff's attorneys' fees and litigation costs, and Settlement Administrator Costs.

7 1.14 "Notice of Settlement" means the document substantially in the form attached hereto as
8 Exhibit 1.

9 1.15 "PAGA" means Private Attorneys General Act.

10 1.16 "PAGA Claim Period" means October 15, 2020, up to either (1) to the Final Approval Date
11 or (2) 60 days after this Agreement is fully executed, whichever is earlier.

12 1.17 "PAGA Payment" means the 75% share of the Net Settlement Amount paid to the LWDA
13 pursuant to Labor Code section 2699(i).

14 1.18 "Parties" mean Defendant and Plaintiff.

15 1.19 "Plaintiff" means Jenifer Fisher.

16 1.20 "Plaintiff's Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.21 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the
19 benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.
20 Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant
21 until the payments required under the Agreement are made.

22 1.22 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the
23 PAGA Claim Period in California. The calculation of an Aggrieved Employees' pay periods and a
24 determination as to whether an Aggrieved Employee was actively employed in California in a particular
25 pay period shall be construed from Defendant's records.

26 1.23 "Released PAGA Claims" means any and all claims for civil penalties that were brought
27 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiff's
28 PAGA notice letters to the LWDA and the Complaint and/or any additional claims for civil penalties under

1 the PAGA that reasonably could have been asserted based on the facts alleged therein during the PAGA
2 Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

3 1.24 “Released Parties” means Defendant, and its former, present and future owners, parents,
4 and subsidiaries, and all of their current, former, and future officers, directors, members, managers,
5 employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants,
6 insurers, or legal representatives.

7 1.25 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity
8 that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed
9 to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties
10 each represent that they do not have any financial interest in the Settlement Administrator.

11 1.26 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
12 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
13 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
14 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and
15 fees associated with preparing, issuing and mailing any and all notices and other correspondence to
16 Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees,
17 Plaintiff's Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing,
18 reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees
19 associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal
20 and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all
21 costs and fees associated with preparing any tax returns and any other filings required by any governmental
22 taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings
23 to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees
24 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties
25 under this Agreement.

26 **2. DESCRIPTION OF THE LITIGATION**

27 2.1 On or about September 9, 2021, and January 19, 2022, Plaintiff sent a notice and an
28 amended notice to the LWDA to exhaust administrative remedies under the PAGA for (1) Failure to Pay

1 Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods or Pay
2 Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failure
3 to Provide Accurate Wage Statements, (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursements
4 for Expenses, (8) Failure to Maintain Accurate Records, and (9) Failure to Provide Paid Sick Leave. The
5 LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiff
6 became authorized to act as a Private Attorneys General on all alleged PAGA claims.

7 2.2 Plaintiff filed a class action Complaint on October 15, 2021. After exhausting
8 administrative remedies, Plaintiff amended the Complaint on January 20, 2022, in Shasta County Superior
9 Court on behalf of herself and Aggrieved Employees for claims alleged in the September 9, 2021, notice
10 to the LWDA. Plaintiff filed an amended notice on January 19, 2022, with the LWDA. Plaintiff filed a
11 Second Amended Complaint on or about July 21, 2022, for claims alleged in the January 19, 2022, notice
12 to the LWDA.

13 2.3 Through formal and informal discovery, Defendant and Defendant's Counsel provided
14 Plaintiff's Counsel with copies of all applicable versions of its policies and procedures, employee
15 handbooks, information on the number of Aggrieved Employees, including, but not limited to, Aggrieved
16 Employees' workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay,
17 and pay periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved
18 Employees.

19 2.4 After Plaintiff's Counsel received the data, the Parties engaged in informal settlement
20 negotiations, but were not able to come to a resolution. On April 11, 2023, the Parties participated in a
21 lengthy mediation with private mediator Kimberly S. Deck. At the conclusion of the mediation, the Parties
22 were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-
23 collusive, adversarial, and at arm's length.

24 2.5 Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties, the
25 mediator, document productions, extensive legal analysis, the provision of information by Defendant to
26 Plaintiff and the detailed analysis of the sampled records have permitted each side to assess the relative
27 merits of the PAGA claims and the defenses to those claims.
28

2.6 In the Action, Plaintiff contends that Defendant violated California law by (1) Failing to Pay Minimum Wages, (2) Failing to Pay Overtime Wages, (3) Failing to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failing to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failing to Provide Accurate Wage Statements, (6) Failing to Pay Final Wages, (7) Failing to Pay Reimbursements for Expenses, (8) Failing to Maintain Accurate Records, and (9) Failing to Provide Paid Sick Leave. Defendant has denied each of Plaintiff's claims. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the PAGA claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendant's factual and legal contentions and defenses.

2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendant has denied all claims as to liability, damages, penalties, interest, fees, injunctive relief and all other forms of relief asserted in the Action. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.2.

4.2 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount (\$45,000). Funding of the Gross Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendant, and includes without limitation, the PAGA Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

5.2 Attorneys' Fees and Costs: Plaintiff's Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiff's Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Plaintiff's Counsel will also be entitled to reimbursement for advanced

litigation expenses not to exceed \$16,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiff's Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$16,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the Net Settlement Amount as defined in section 1.13.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$4,000. The difference between any actual costs and the allocated \$5,000 shall be added to the Net Settlement Amount as defined in section 1.13.

5.4 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount allocated to Aggrieved Employees that was not claimed by Aggrieved Employees by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

5.5 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

1 5.6 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid
2 to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of
3 Individual Settlement Amounts to Aggrieved Employees are as follows:

4 5.6.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement
5 Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual
6 Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive
7 an IRS form 1099-MISC.

8 5.6.2 Aggrieved Employees shall be solely responsible for the reporting and payment of
9 their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this
10 Agreement. No party has made any representation to any of the other Parties as to the taxability of any
11 payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to
12 Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement.

13 5.7 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and
14 Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that
15 Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved
16 Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the
17 Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employees'
18 Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual
19 Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and
20 multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved
21 Employees of their Individual Settlement Amount will not require the submission of any claim form.

22 5.8 No Additional Contribution by Defendant: Defendant's monetary obligation under this
23 Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses
24 arising out of or in connection with the performance of this Agreement shall be paid from the Gross
25 Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is
26 deemed null and void as described in Section 3, then Defendant and Plaintiff shall be equally responsible
27 for the Settlement Administrator Costs incurred between the date the Agreement was executed and the
28 date of such event.

1 **6. RELEASE**

2 6.1 Upon the Effective Date, Plaintiff and each Aggrieved Employee shall be deemed to fully,
3 finally, and forever release the Released Parties from all Released PAGA Claims. The Released PAGA
4 Claims include, but are not limited to, claims under the PAGA based on Plaintiff's allegations that
5 Defendant: (1) Failed to Pay Minimum Wages, (2) Failed to Pay Overtime Wages, (3) Failed to Provide
6 Meal Periods or Pay Premiums in Lieu Thereof, (4) Failed to Provide Rest Periods or Pay Premium in
7 Lieu Thereof, (5) Failed to Provide Accurate Wage Statements, (6) Failed to Pay Final Wages, (7) Failed
8 to Pay Reimbursements for Expenses, (8) Failed to Maintain Accurate Records, and (9) Failed to Provide
9 Paid Sick Leave.

10 6.2 Upon the Effective Date, Plaintiff's Counsel releases on behalf of their present and former
11 attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys
12 fees and cost incurred in connection with the Action except as may otherwise be authorized under this
13 Agreement.

14 **7. SETTLEMENT ADMINISTRATION**

15 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible
16 for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating
17 estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement
18 Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual
19 Aggrieved Employees whose address or contact information as provided to the Settlement Administrator
20 is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing
21 notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross
22 Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the
23 Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7)
24 paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiff's
25 Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number
26 of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number
27 of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the
28 number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of

1 Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the
2 final statistics of the administration and compliance with all payment obligations under the Agreement;
3 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts
4 to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of
5 this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability
6 and need to perform its duties shall be referred to the Court, if necessary, which will have continuing
7 jurisdiction over the terms and conditions of this Agreement, until all payments and obligations
8 contemplated by the Agreement have been fully executed.

9 7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date,
10 Defendant shall provide the Settlement Administrator with the name, last known mailing address, last
11 known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved
12 Employee. The Settlement Administrator shall review the data to determine the number of Qualifying
13 Pay Periods for each Aggrieved Employee. Defendant shall not provide any information for pay periods
14 during which an Aggrieved Employee may have worked as an exempt employee, worked outside
15 California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all
16 information received from Defendant confidential to itself, and Defendant's Counsel. However, all
17 counsel, including Plaintiff's Counsel, shall be able to review the breakdown of Qualified Pay Periods and
18 estimated Individual Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

19 7.3 Determination of Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA:
20 Within seven (7) calendar days after Defendant has provided the Settlement Administrator with
21 information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net
22 Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved
23 Employees, and report the results of these calculations to Plaintiff's Counsel and Defendant's Counsel.

24 7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiff's Counsel, and the
25 LWDA: Defendant shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement
26 Administrator within fourteen (14) calendar days after receiving the funding calculation and report from
27 the Settlement Administrator to be to be held in trust in a QSF. Within seven (7) calendar days after the
28 Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall

1 deliver payment of Plaintiff's Counsels' attorney's fees and costs, the PAGA Payment payable to the
2 LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved
3 Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide
4 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
5 for the attorney's fees and costs after the Effective Date and before payment.

6 7.5 Notice to Aggrieved Employees: Defendant represent and warrant that Aggrieved
7 Employees are able to read and write in English such that no translation of the Notice of Settlement into
8 another language is necessary. The Settlement Administrator will provide a Notice of Settlement,
9 substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing
10 payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of
11 Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement.
12 The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net
13 Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations,
14 PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent
15 of the Released PAGA Claims.

16 7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement
17 Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a
18 national change of address ("NCOA") search, update the addresses per the results of the NCOA search
19 and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and
20 Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

21 7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and
22 Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the
23 Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address
24 affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement
25 Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer
26 or other search using the name, address and/or Social Security number of the individual involved, and
27 shall then perform a single re-mailing within seven (7) calendar days. Following each search that does
28 not result in a corrected address, for those Aggrieved Employees who appear to be current employees of

Defendant at the time of the Effective Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were active employees of Defendant at the time of the Effective Date. In the event the procedures in this paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the releases contained in Sections 1.23 and 6.1, and any final judgment entered by the Court.

7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties, Plaintiff's Counsel, or Defendant's Counsel to provide notice of the Agreement except as expressly required by the Court.

7.9 Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null and void if not deposited within two hundred seventy (270) calendar days of issuance. After two hundred seventy (270) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to the *cy pres* beneficiaries identified in Section 5.4. The Settlement Administrator shall deliver the *cy pres* funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Settlement Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described

above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	270 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 **9. MISCELLANEOUS TERMS**

2 9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, any and all
3 class allegations and class claims shall be dismissed without prejudice. This Agreement does not purport
4 to limit or otherwise release any alleged class claims in any way. Upon the Effective Date, the remainder
5 of the Action, including, but not limited to the Released PAGA Claims, will be dismissed with prejudice,
6 with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to
7 Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the
8 Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer
9 in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

10 9.2 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
11 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
12 execution of such other documents and the taking of such other action as may reasonably be necessary to
13 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
14 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
15 order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include
16 modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for
17 drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their
18 obligations under this Agreement, including the review and approval of settlement documents, such that
19 there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's
20 Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of
21 the date this Agreement is signed. Plaintiff's Counsel shall provide Defendant's Counsel with a draft
22 approval motion within 1 week after this Agreement is fully executed. Defendant's Counsel will provide
23 comments and/or proposed revisions within 1 week after receipt of the draft motion.

24 9.3 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
25 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
26 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
27 Complaint, the representative character of the Action, the validity of any of the claims that were or could
28 have been asserted by Plaintiff and/or Aggrieved Employees in the Action, or of any liability or guilt of

Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person, and Defendant has specifically disclaimed any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

9.4 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Plaintiff:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Cynthia Lawrence
Deborah Reisdorph
Sims, Lawrence & Broghammer
1478 Stone Point Drive #450
Roseville, CA 95661

9.5 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

9.6 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.7 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for, Aggrieved Employees, or Plaintiff, may recover or seek to recover any

1 amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount
2 except as expressly provided herein.

3 9.8 No Modifications: This Agreement may not be changed, altered, or modified, except in
4 writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged
5 except by performance in accordance with its terms.

6 9.9 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
8 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
9 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
10 this Agreement

11 9.10 Counterparts: This Agreement shall become effective upon its execution by all of the
12 undersigned. Plaintiff, Plaintiff's Counsel, Defendant and Defendant's Counsel may execute this
13 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
14 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
15 same force and effect of originals.

16 9.11 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been
17 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
18 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
19 with, and governed by, the substantive laws of the State of California without giving effect to that State's
20 choice of law principles.

21 9.12 Headings and Captions: Paragraph titles or captions contained in the Agreement are
22 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the
23 scope of this Agreement, or any provision thereof.

24 9.13 No Retaliation or Discouragement: The Parties agree they will take no action that could
25 be construed as retaliation against any Aggrieved Employees for participating in this settlement.

26 9.14 Integrated Agreement: This Agreement sets forth the entire understanding between the
27 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements,
28 oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no

1 representation, inducement, promise or agreement which has been made, orally or otherwise, by the other
2 party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this
3 Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are
4 fully understood and voluntarily accepted by the Parties.

5 9.15 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
6 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
7 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

8 9.16 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
9 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
10 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

11 9.17 Waiver of Compliance: No waiver of any condition or covenant contained in this
12 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
13 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 9.18 Use and Return of Aggrieved Employee Data: Information provided to Plaintiff's Counsel
15 pursuant to California Evidence Code § 1152, and all copies and summaries of the PAGA Data provided
16 to Plaintiff's Counsel by Defendant in connection with the mediation, other Settlement negotiations, or in
17 connection with the settlement, may be used only with respect to this Settlement, and no other purpose,
18 and may not be used in any way that violates existing contractual agreement, statute, or rule of court. Not
19 later than 90 days after the Administrator discharges its obligation to pay out all of the Gross Settlement
20 Amount, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received
21 from Shascade and shall certify to Defendant this has been completed by this date.

22 //

23 //

24 //

25 //

26 //

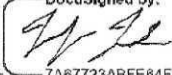
27 //

28 //

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 6/15/2023

DocuSigned by:

7A67723ABFE84F3 ...

Jenifer Fisher

For Defendant:

Date: 6/28/2023



By: Gina Gallien, CEO
For Shascade Community Services, Inc.

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 06/19/2023

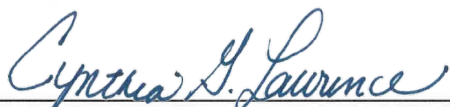
By: 

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff and Aggrieved Employees

APPROVED AS TO FORM

SIMS, LAWRENCE & BROGHAMMER

Dated: 06/28/2023

By: 

Cynthia Lawrence
Deborah Reisdorph
Attorneys for Defendant

Exhibit 1

number of pay periods worked for all Aggrieved Employees between October 15, 2020 and [REDACTED], and then multiplying that fraction by the 25% share of the Net Settlement Amount.

You worked [REDACTED] pay periods during the PAGA Claim Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [REDACTED].

Your Individual Settlement Amount is [REDACTED].

III. RELEASE

“Released Parties” means Shascade and its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Claim Period and (i) were asserted in the Plaintiff’s notice letters to the LWDA and Plaintiff’s Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in Plaintiff’s notice letters to the LWDA and Plaintiff’s Complaint (“Released PAGA Claims”).

The Released PAGA Claims include, but are not limited to, claims under the PAGA based on Plaintiff’s allegations that Shascade: (1) Failed to Pay Minimum Wages, (2) Failed to Pay Overtime Wages, (3) Failed to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failed to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failed to Provide Accurate Wage Statements, (6) Failed to Pay Final Wages, (7) Failed to Pay Reimbursements for Expenses, (8) Failed to Maintain Accurate Records, and (9) Failed to Provide Paid Sick Leave. Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any PAGA claim released by this Settlement. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

You may contact the Settlement Administrator, ILYM Group, Inc., 14771 Plaza Dr L, Tustin, CA 92780, (888) 250-6810 with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 270 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds in equal amounts to Capital Pro Bono, Inc and the Center for Workers’ Rights under the doctrine of *cy pres* in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You may also call counsel for Plaintiff and/or Defendant with any questions or concerns, as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff
Jenifer Fisher

Cynthia Lawrence
Deborah Reisdorph
Sims, Lawrence & Broghammer
1478 Stone Point Drive #450
Roseville, CA 95661
(916) 797-8881
Email: cynthia@sims-law.net or
dreisdorph@sims-law.net
On behalf of Defendant
Shascade Community Services, Inc.