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Attorneys for Plaintiff Reginia Sam

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

REGINIA SAM, 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.

CONCORDANCE HEALTHCARE
SOLUTIONS, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2102017

Honorable Craig G. Riemer
Department 1

CLASS ACTION

**DECLARATION OF JANARDANA
BURNS IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class Representative
(Reginia Sam); Declaration of Defendant's
Counsel (Christopher W. Decker); Declaration
of Defendant (Doreen Nersesian); Declaration
of Proposed Settlement Administrator
(Michael Moore); Compliance Chart; and
[Proposed] Order filed concurrently herewith]

Reservation No. 228226958054
Date: November 15, 2022
Time: 8:30 a.m.
Department: 1

Complaint Filed: April 29, 2021
FAC Filed: March 9, 2022
Trial Date: None Set

DECLARATION OF JANARDANA BURNS

I, Janardana Burns, 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 Plaintiff Reginia Sam (“Plaintiff”). 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 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

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

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

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

15 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
16 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
17 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
18 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
19 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
20 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
21 Court. She has taken and defended dozens of depositions and successfully handled motion practice
22 in class action cases regarding discovery (including and not limited to, regarding class contact
23 information), class certification (both contested class certification and stipulated class
24 certification), arbitration agreements, coordination, intervention. She has successfully handled
25 briefing and oral argument on appeal and obtained notable decisions regarding the Private
26 Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims,
27 e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017),
28 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*

1 Court, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or
2 representative action settlements. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision,
3 the firm has handled the class certification and court approval process for hundreds of class action
4 and/or representative action matters that have successfully resolved. She is a member of the
5 California Employment Lawyers Association.

6 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
7 from the University of California, Berkeley in 2017 and earned my Juris Doctor degree from the
8 University of California, Hastings College of the Law in 2020. I was admitted to practice law in
9 California in 2021. I am admitted to practice before all courts of the State of California and the
10 Central District Court of the State of California. I have worked on many wage and hour class
11 action and PAGA representative matters, and my work has included, *inter alia*, researching and
12 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
13 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
14 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
15 for an international accounting firm, providing tax services to investment funds.

16 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
17 **REPRESENTATIVE ACTION CASES**

18 7. Lawyers for Justice, PC ("LFJ") has been approved and appointed as class counsel
19 in over 100 cases. In the last four (4) years alone, LFJ has obtained class certification and been
20 appointed class counsel by way of contested class certification motions in approximately eleven
21 (11) cases. What follows are just a few examples of the type of results LFJ has achieved on behalf
22 of its clients:

23 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a major property management company involving allegations
25 of misclassification of various "manager" positions. On September 20, 2010, the court granted
26 final approval of the class action settlement. The Los Angeles County Superior Court Case
27 Number is BC400414.

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

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

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

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

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

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace

1 solutions, involving allegations of misclassification of the “Operations Manager” position. On
2 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
3 County Superior Court Case Number is BC478769.

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

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

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

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

25 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
27 involving allegations of misclassification of the “Department Manager” position. On August 12,
28 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

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

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

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

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

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

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

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

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

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

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

24 w) LFJ firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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

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

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

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

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

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

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

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

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

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

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval

1 of the PAGA representative action settlement. The San Diego County Superior Court Case
2 Number is 34-2015-00175330.

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

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

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

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

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

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nn) 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 and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant Concordance Healthcare Solutions, LLC ("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, as of July 2022, the Class is estimated to consist of approximately 134 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/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over one year and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Warren Jackson, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects

of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, PAGA Employees, and the State of California (with respect to PAGA Employees), against the Released Parties.

12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Class Counsel conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff and other Class Members' employment records, a detailed sampling of Class Members' time and pay data (including, but not limited to, Timecard Records, Payroll Journal, and Defendant's Earnings Codes), Concordance Healthcare Solutions Employee Handbook, company policy acknowledgements (including, but not limited to, Employee Handbook Acknowledgement and Receipt, Receipt of Employee Handbook and Benefit Summary), job descriptions, Defendant's operations and employment practices, forms (including, but not limited to, Employee Status

1 Change Form and Direct Deposit Form), and policies (including, but not limited to, Clock In &
2 Out Policy, Rounding Policy, Overtime Pay Policy, and Termination Matrix Procedures), among
3 other information and documents. Class Counsel interviewed Plaintiff and other percipient
4 witnesses to gather information regarding the facts and circumstances surrounding Plaintiff and
5 putative class members' employment. Counsel for the Parties also met and conferred on numerous
6 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
7 documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
8 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
9 among other tasks.

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

16 14. The Settlement provides for a Maximum Settlement Amount of four hundred fifty
17 thousand dollars and no cents (\$450,000.00). The Net Settlement Amount is the Maximum
18 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
19 and Costs, Enhancement Payment, Settlement Administration Costs, and the PAGA Allocation.
20 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
21 the Court, the Net Settlement Amount that will be available for distribution to Settlement Class
22 Members is currently estimated to be one hundred eighty-five thousand five hundred dollars and
23 no cents (\$185,500.00). Additionally, 25% of the PAGA Allocation (i.e., the PAGA Employee
24 Amount), which is \$16,875.00 out of \$67,500.00, will be distributed to PAGA Employees. The
25 Maximum Settlement Amount will be fully distributed in accordance with the terms of the
26 Settlement and there is no reversion to Defendant.

27 15. After obtaining multiple bids from potential settlement administrators ranging from
28 \$7,000.00 to \$9,874.00, the Parties agreed to retain Phoenix Settlement Administrators ("Phoenix"

or “Settlement Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix Settlement Administrators to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class Members that Defendant will compile from its records, which will include each Class Member’s last-known full name, mailing address, telephone number, Social Security Number, dates employed as a non-exempt employee of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks, and the Settlement Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”) and each PAGA Employee’s estimated share of the Employee PAGA Amount (“Individual PAGA Payment”). The Settlement Administrator will also receive Requests for Exclusion, Objections, and Workweeks Disputes; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks to PAGA Employees; and perform any other usual and customary duties for administering a class action settlement. Settlement Administration Costs are currently estimated not to exceed seven thousand dollars and no cents (\$7,000.00) and will be paid out of the Maximum Settlement Amount, subject to approval of the Court.

16. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also

1 asserted that Class Members were expected to perform similar job duties and were subject to the
2 same or similar operations and employment policies, practices, and procedures. Additionally,
3 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and Class
4 Members were substantially the same during the time period at issue. As a result of said alleged
5 uniform practices, Plaintiff claims that Class Members were not paid all of the compensation that
6 was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of
7 this litigation would be determined by Defendant's uniform operations and employment practices,
8 policies, and procedures that Plaintiff alleges applied across Defendant's hourly-paid or non-
9 exempt employees in California during the relevant time period.

10 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
11 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
12 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
13 and the difficulties and delays inherent in such litigation, including those involved in class
14 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
15 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
16 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
17 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
18 mediator, who is experienced and well-regarded in complex labor and employment matters.

19 18. Defendant, on the other hand, denied and continues to deny any liability and
20 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
21 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
22 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
23 also had the opportunity to conduct investigations and gather documents and information relating
24 to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
25 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
26 of documents and data, including but not limited to a detailed sampling of Class Members' time
27 and pay information, to determine the potential value and strength of the claims. The available
28 information enabled Class Counsel to assess and value the class and PAGA claims and prepare

1 violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted
2 adequate investigation and discovery to be sufficiently informed of the nature and extent of the
3 class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness,
4 adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of
5 each side's position and the uncertainty of how the case might have concluded at certification,
6 trial, and/or appeals.

7 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
8 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
9 (i.e., \$157,500.00) and expenses and costs in an amount not to exceed twenty-five thousand dollars
10 and no cents (\$25,000.00), which will be paid out of the Maximum Settlement Amount, subject to
11 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
12 of litigation and will not receive any compensation until recovery is obtained.

13 20. The Settlement Agreement provides for payment of up to seven thousand five
14 hundred dollars and no cents (\$7,500.00) to Plaintiff as an enhancement payment, to be paid out
15 of the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable
16 time and effort to produce relevant documents and past employment records and to provide the
17 facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever
18 Class Counsel needed Plaintiff, and actively tried to obtain information that would facilitate the
19 pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to
20 receive an enhancement payment, in addition to an individual settlement payment, for services
21 performed in the matter on behalf of the Class and State of California.

22 **OTHER PENDING ACTIONS**

23 21. I made reasonable inquiry of other members at Lawyers for Justice, PC, and I am
24 not aware of any other pending actions against Defendant in any other Court that the Settlement
25 may impact.

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FEE SPLIT ARRANGEMENT

22. Lawyers for Justice, PC has not entered into a fee splitting agreement or arrangement with any other counsel.

ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS

23. Based on Defendant's representations to Class Counsel on September 8, 2022, the maximum Individual Settlement Share is estimated to be five thousand six hundred seventy-five dollars and four cents (\$5,675.04), the minimum Individual Settlement Share is estimated to be twenty-three dollars and seven cents (\$23.07), and the average Individual Settlement Share is estimated to be one thousand three hundred eighty-four dollars and thirty-three cents (\$1,384.33).

ESTIMATE OF THE VALUE OF THE CLAIM(S)

24. Plaintiff's action alleges that Defendants has violated the California Labor Code by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the putative class members, including, *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages and associated waiting-time penalties, failing to provide compliant wage statements, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices under the California Business and Professions Code and owes civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA").

25. Having evaluated hundreds of wage-and-hour class action cases, I am experienced and qualified to evaluate the claims of the putative class members and Defendants' defenses.

26. Based on data provided by Defendants, the total number of class members during the period from April 29, 2017 to January 12, 2022 ("relevant time period") was estimated to be one hundred and thirty-four (134) individuals and their total workweeks was estimated to be a total of eight thousand sixty-four (8,041) and the average hourly rate of pay of sixteen dollars and ten cents (\$16.10).

27. Both sides had the opportunity to interview witnesses, conducted informal discovery and investigations into the facts of the case, and informally exchanged information and class-wide

1 data.

2 **A. Failure to Pay Overtime and Minimum Wages**

3 28. Plaintiff alleged Defendants failed to pay overtime and minimum wages. Plaintiff
4 contended that that Defendants' uniform policies, practices, and procedures required putative class
5 members to perform work during meal periods and before clocking-in and after clocking-out. For
6 example, Plaintiff contended that due to Defendants' heightened quota standards and strict
7 productivity time limits, Plaintiff and putative class members were required to complete tasks off-
8 the clock. Plaintiff contended that Defendant also exerted class-wide pressure on putative class
9 members to reduce the amount of recorded overtime, requiring them to complete unreasonable
10 workloads within scheduled hours only, obtain pre-approval prior to working overtime or in excess
11 of their scheduled work hours, and subjecting those who recorded overtime without preapproval
12 to discipline. Plaintiff also contended that Defendants required Plaintiff and other putative class
13 members to complete heavy workloads and meet unreasonable demands within their scheduled
14 work times only, and discouraged them from working overtime hours. Further, Plaintiff contended
15 that Defendants exerted class-wide pressure on putative class members to reduce the amount of
16 recorded overtime, requiring class members to obtain pre-approval prior to working overtime or
17 in excess of their scheduled work hours, and subjecting those who recorded overtime without
18 preapproval to discipline. Plaintiff also contended that Defendants incorrectly calculated the
19 regular rate of pay for purposes of calculating overtime compensation by failing to include non-
20 discretionary bonuses (including bonuses, spot bonuses, and referral bonuses) commissions, gift
21 cards, incentives, rewards, and awards its regular rate calculations. Plaintiff contended that
22 Defendants failed to properly compensate Plaintiff and putative class members at their applicable
23 minimum, regular, or overtime rates for all of the hours that they worked.

24 29. California Labor Code section 510 provides that when an employee works more than
25 eight (8) hours in any workday, more than forty (40) hours in any workweek and/or more than six
26 (6) days in a workweek, the employer must pay the employee at least one and one-half times the
27 employee's regular rate of pay for all overtime hours worked. The employer must pay the
28 employee no less than twice his or her regular rate of pay for hours worked in excess of twelve

1 (12) hours in one day or in excess of eight (8) hours on the seventh consecutive day of work.
2 California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”)
3 Wage Order(s) provide that it is unlawful to employ persons without compensating them at a rate
4 of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 30. California Labor Code section 1197 provides that it is unlawful to pay employees at
7 a rate less than the minimum wage. California Labor Code sections 1194, 1194.2, 1197, and
8 1197.1 provide that an employee may seek to recover unlawfully unpaid wages by court action, as
9 well as liquidated damages in an amount equal to the wages unlawfully not paid and interest
10 thereon. California Labor Code section 1197.1 provides for civil penalties, which, arguably, may
11 only be recovered by the Labor Commissioner during a one-year statute of limitations period.

12 31. Defendants contended, inter alia, that its overtime policies and practices comply
13 with the law, and that it paid putative class members over the California minimum wage for all
14 hours worked. Defendants contended that it correctly calculated and paid putative class members’
15 regular rate for purposes of paying overtime. Defendants also produced wage statements reflecting
16 overtime compensation paid to many of the putative class members (including, and not limited to,
17 Plaintiff). Defendants further contended that all employees were required to record all time
18 worked and were given the opportunity to make any necessary timecard revisions or changes, and
19 that Defendants was not aware that any work had been performed off-the-clock. Defendants also
20 argued that individual liability issues predominate, including: (a) whether each employee worked
21 off-the-clock; (b) whether Defendants knew or should have known about each employee’s off-the-
22 clock work; (c) whether each employee worked overtime; (d) whether Defendants knew or should
23 have known that each putative class member performed overtime work. Defendants also
24 contended that the putative class members held different job titles and had different job duties and
25 that these circumstances would raise highly individualized questions of fact and would pose
26 challenges to certification and the merits of the claims for overtime and minimum wages.

27 32. Class Counsel considered information obtained through investigations and from
28 Plaintiff and other putative class members, as well as class data provided by Defendants, and

1 created damages/valuation models prior to the mediation. Based thereon, assuming that it could
2 be proven that Defendants failed to pay three (3) hour of overtime wages every workweek during
3 the relevant time period, the potential value of this claim was estimated to be \$582,570.45(8,041
4 workweeks x 3 hour of overtime wages x overtime hourly rate of \$24.15, which is based on the
5 average hourly rate of \$16.10). Assuming that it could be proven that Defendants failed to pay
6 one (2) hours of minimum wages every workweek during the relevant time period, the potential
7 value of this claim was estimated to be \$258,920.20 (8,041 workweeks x 2 hour of unpaid
8 minimum wages x average hourly rate of \$16.10).

9 33. However, this assumes an exposure based on a class having been certified and
10 Plaintiff having proven all elements of the overtime and minimum wage claims, despite risks
11 associated with obtaining and maintaining certification, risks to establishing liability, and
12 significant additional costs that would have to be incurred in order to certify a class and establish
13 liability. Plaintiff also faced the risk of the Court finding that individualized issues predominate,
14 such that class treatment is not suitable. While Class Counsel disagreed with Defendants'
15 arguments and factual contentions, Class Counsel recognized the circumstances and realities of
16 the case, applicable case law and regulations, the costs and expenses of further litigation and
17 certification, and risks to recovery, and applied appropriate discounts for them. With respect to
18 the overtime claim, at this juncture, a discount of 30% was applied to account for the risks
19 associated with obtaining and maintaining certification (bringing the value of the claim closer to
20 \$407,799.32), a discount of 60% was applied to account for the risks associated with succeeding
21 on the merits and establishing liability (bringing the value of the claim closer to \$163,119.73),
22 and a discount of 70% was applied to account for the risks associated with proving the extent of
23 damages and obtaining an award thereof (bringing the value of the claim closer to \$48,935.92).
24 Also, with respect to the minimum wage claim, at this juncture, a discount of 30% was applied to
25 account for the risks associated with obtaining and maintaining certification (bringing the value of
26 the claim closer to \$181,244.14), a discount of 60% was applied to account for the risks associated
27 with succeeding on the merits and establishing liability (bringing the value of the claim closer to
28 \$72,497.66), and a discount of 70% was applied to account for the risks associated with proving

the extent of damages and obtaining an award thereof (bringing the value of the claim closer to \$21,749.30).

B. Failure to Provide Compliant Meal Periods and Associated Premiums

34. Plaintiff's theory of liability was also based on Defendants' failure to provide timely, full, and/or uninterrupted meal periods. Plaintiff contended, inter alia, that Defendants' policies, practices, and procedures required employees to perform job duties during their meal periods and prevented them from regularly receiving compliant meal periods. For example, Plaintiff contended that he and other putative class members were pressured and instructed to perform time-sensitive job duties during meal periods. Plaintiff further contended that Defendants failed to pay a meal premium for missed, late, short, or interrupted meal periods.

35. Under California law, an employer must provide an employee with uninterrupted meal periods of not less than thirty (30) minutes before the employee works more than five (5) hours, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee. Cal. Lab. Code § 512(a). A second meal period of not less than thirty (30) minutes is required if an employee works more than ten (10) hours per day, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. *Id.* An "on-duty" meal period may be agreed to only if "the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to." IWC Wage Orders 1 through 15, § 11; IWC Wage Order 16, § 10. An employer must pay each employee to whom it fails to "provide" a meal period one hour of wages at his or her regular rate of pay "for each work day that the meal or rest period is not provided." Cal. Lab. Code § 226.7(b).

36. Defendants contended that it had practices, policies, and procedures to provide meal every workday to its employees that fully complied with California law. To the extent that putative class members failed to take their meal periods or took a short or late meal, Defendants contended that they did so voluntarily and that all applicable meal periods were still provided to them. Thus, Defendants argued that it did not act unlawfully to deprive putative class members of meal

1 periods. Defendants further contended that they implemented meal period waivers. Defendants
2 also contended that there were multiple individual issues that would pose challenges to
3 certification, including and not limited to, (a) whether any meal periods were non-compliant, and
4 (b) why they were non-compliant. Defendants also contended that the putative class members
5 held different job titles and had different job duties, and that as a result, there was variation to the
6 circumstances that could allegedly cause the employees to be deprived of the opportunity to take
7 legally-compliant, duty-free meal periods, and this variation in circumstances raised highly
8 individualized questions of fact.

9 37. Class Counsel considered information obtained through investigations and from
10 Plaintiff and other putative class members, as well as class data provided by Defendants, and
11 created damages/valuation models prior to the mediation. Based thereon, assuming that it could
12 be proven that three (3) meal premiums are due for every workweek during the relevant time
13 period, the potential value of this claim was estimated to be \$388,380.30 (8,041 workweeks x 3
14 meal premium x average hourly rate of \$16.10).

15 38. Class Counsel also considered the risk of further litigating the case, including the
16 significant additional costs that will be incurred by both sides if the case does not settle, as
17 litigating a class action through class certification, trial, and/or appeals is very expensive.
18 Moreover, litigating meal period claims is inherently difficult as an employer's records, as is the
19 case here, do not usually indicate when a meal period is missed, late, short and/or interrupted.
20 While Class Counsel disagreed with Defendants' arguments and factual contentions, Class
21 Counsel recognized the circumstances and realities of the case, applicable case law and
22 regulations, costs and expenses of further litigation and certification, and risks to recovery, and
23 applied appropriate discounts for them. At this juncture, a discount of 30% was applied to account
24 for the risks associated with obtaining and maintaining certification (bringing the value of the
25 claim closer to \$271,866.21), a discount of 60% was applied to account for the risks associated
26 with succeeding on the merits and establishing liability (bringing the value of the claim closer to
27 \$108,746.48), and a discount of 70% was applied to account for the risks associated with proving
28 the extent of damages and obtaining an award thereof (bringing the value of the claim closer to

1 \$32,623.94).

2 **C. Failure to Provide Compliant Rest Periods and Associated Premiums**

3 39. Plaintiff's theory of liability was also based on Defendants' failure to provide their
4 employees with timely, full, and/or uninterrupted rest periods. Plaintiff contended that Defendants'
5 employment policies, practices, and procedures required employees to perform job duties during
6 their rest periods and prevented them from regularly receiving compliant rest periods. Plaintiff
7 contended that they and other putative class members were required to remain on premises during
8 rest periods and that Defendants failed to pay a rest period premium at any time during the relevant
9 time period.

10 40. California law requires an employer to provide rest periods to all employees at the
11 rate of ten (10) minutes every four hours of work or major fraction thereof. Cal. Lab. Code
12 § 226.7. When an employer fails to provide a compliant rest period, the employer is required to
13 either (a) provide another rest period or (b) pay one additional hour of pay at the regular rate of
14 pay "for each work day that the meal or rest period is not provided." Augustus v. ABM Security
15 Services, Inc. (2016) 2 Cal.5th 257, 271-72; Cal. Lab. Code § 226.7(b). However, employees are
16 exempt from the rest breaks law, if their duties and responsibilities qualify for one or more of the
17 exemptions under California or federal law. See Cal. Lab. Code § 226.7(e); see e.g., 49 CFR
18 § 395.

19 41. Defendants contended that they had methods, policies, and procedures to provide all
20 applicable rest periods every workday to putative class members that fully complied with the law.
21 Defendants argued that the reasons why a putative class member failed to receive a compliant rest
22 period raised individual issues that could not be certified.

23 42. Class Counsel considered information obtained through investigations and from
24 Plaintiff and other putative class members, as well as class data provided by Defendants, and
25 created damages/valuation models prior to the mediation. Based thereon, assuming that it could
26 be proven that one (1) rest period premium is due for every workweek during the relevant time
27 period, the potential value of this claim was estimated to be \$129,460.10 (8,041 workweeks x 1
28 rest period premium x average hourly rate of \$16.10).

43. Class Counsel also considered the risk of further litigating the matter, as well as significant additional costs that will be incurred by both sides if the case does not settle, as litigating a class action through class certification, trial, and/or appeals is very expensive. Moreover, litigating rest period claims is inherently difficult as an employer's records, as is the case here, do not usually indicate when a rest period is short, late, interrupted or missed entirely. While Class Counsel disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses associated with further litigation and certification, and risks to recovery, and applied appropriate discounts for them. At this juncture, a discount of 30% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of the claim closer to \$90,622.07), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of the claim closer to \$36,248.83), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of the claim closer to \$10,874.65).

D. Waiting-Time Penalties for Failure to Timely Provide Wages During Employment and Upon Termination

44. Labor Code section 204 provides that, unless an exemption applies (e.g., under California Labor Code section 204(a)), wages (other than those wages due upon termination of an employee) earned by an employee between the 1st and 15th days, inclusive, of any calendar month, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and wages earned by an employee between the 16th and the last day, inclusive, of any calendar month, are due and payable between the 1st and the 10th day of the following month. Under California Labor Code section 210, either a statutory penalty or a civil penalty through PAGA may be recovered for a violation of California Labor Code section 204, but not both. Therefore, the value of this claim is considered as a part of the valuation of the PAGA claim set forth below.

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1 45. California Labor Code sections 201 and 202 provide that if an employer discharges
2 an employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately. If an employee quits his or her employment, his or her wages shall become due and
4 payable not later than seventy-two (72) hours of quitting, unless the employee has given seventy-
5 two (72) hours of notice of his or her intention to quit, in which cases the employee is entitled to
6 his or her wages at the time of quitting.

7 46. California Labor Code section 203 provides that if an employer fails to pay an
8 employee all wages due at termination or within seventy-two (72) hours of resignation, in
9 accordance with sections 201 and 202, then that employee's wages shall continue as a penalty
10 until paid for a period of up to thirty (30) days from the date they were due. California Labor Code
11 section 203 further provides that the statute of limitations to recover the penalty is the same as the
12 statute of limitations for recovery of the unpaid wages from which the penalties arise, i.e. three
13 years.

14 47. Plaintiff alleged that Defendants intentionally and willfully failed to pay Plaintiff
15 and the other putative class members all wages due to them upon termination, within the time
16 period permissible under California law. For example, Plaintiff alleged that putative class
17 members are entitled to unpaid wages arising from, inter alia, off-the-clock work, as well as meal
18 and rest period premiums, thereby triggering waiting-time penalties under California Labor Code
19 section 203.

20 48. Based on information and data provided by Defendants, it was estimated that
21 approximately one hundred four (104) putative class members had been terminated during the
22 three-year statute of limitations (i.e., from April 29, 2018). Assuming that these individuals were
23 not timely paid all wages due to them upon termination, the potential value of waiting-time
24 penalties claim was estimated to be \$401,856.00 collectively (104 individuals x [30 days x hourly
25 rate of \$16.10 x 8 hours]), or approximately \$3,864.00 per individual. However, this presumes
26 that Plaintiff would prevail on the underlying California Labor Code claims, which is necessary
27 to show that Defendants failed to timely pay wages that were due to the putative class members
28 upon termination.

1 49. Defendants was adamant that no waiting-time penalties should be awarded.
2 Defendants pointed out that waiting-time penalties are derivative of each and every other
3 underlying alleged California Labor Code violations and contended that it paid the terminated
4 employees all wages due and owing. Moreover, Defendants emphasized that, under California
5 Labor Code section 203, employers are only obligated to pay waiting-time penalties if they
6 “willfully” fail to pay wages due and owing at the time of termination or resignation. As Title 8,
7 California Code of Regulations, section 13520 states,

8 A willful failure to pay wages within the meaning of Labor Code
9 Section 203 occurs when an employer intentionally fails to pay wages
10 to an employee when those wages are due. However, a good faith
11 dispute that any wages are due will preclude imposition of waiting
12 time penalties under Section 203.

13 A “good faith dispute” that any wages are due occurs when an
14 employer presents a defense, based in law or fact, which, if successful,
15 would preclude any recovery on the part of the
16 employee. The fact that a defense is ultimately unsuccessful will not
17 preclude a finding that a good faith dispute did exist. Defenses
18 presented which, under all the circumstances, are unsupported by any
19 evidence, are unreasonable, or are presented in bad faith, will preclude
20 a finding of a “good faith dispute.”

21 50. Accordingly, to assess the likely recovery of waiting-time penalties, Class Counsel
22 also took into consideration the chances of prevailing on each of the underlying causes of action,
23 as well as the additional hurdles of prevailing on the claim for waiting-time penalties, including
24 the inherent difficulty in proving the “willful” prong of section 203, applicable case law, costs and
25 expenses associated with further litigation and certification, the circumstances and realities of the
26 case, and risks to recovery, and applied appropriate discounts for them. At this juncture, a discount
27 of 30% was applied to account for the risks associated with obtaining and maintaining certification
28 (bringing the value of the claim closer to \$281,299.20), a discount of 60% was applied to account
for the risks associated with succeeding on the merits and establishing liability (bringing the value
of the claim closer to \$112,519.68), and a discount of 70% was applied to account for the risks
associated with proving the extent of damages and obtaining an award thereof (bringing the value
of the claim closer to \$33,755.90).

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1 **E. Wage Statement Violations**

2 51. Plaintiffs also alleged that, for example, by failing to account for all time worked
3 and pay all wages due, Defendant violated California Labor Code section 226(a) which states that
4 an employer must provide an accurate and itemized wage statement twice a month or each time
5 wages are paid, whichever is the more frequent. Failure to do so entitles employees to recover the
6 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
7 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
8 an aggregate penalty of four thousand dollars (\$4,000). See Cal. Lab. Code § 226(e). Arguably,
9 actual damages may be sought, under a three-year statute of limitations, or, statutory penalties may
10 be sought, under a one-year statute of limitations.

11 52. Based on information and data reviewed and analyzed, it is estimated that
12 approximately one hundred six (106) putative class members worked during the one-year statutory
13 limitations period (i.e., from April 29, 2020 to January 12, 2022), and that these putative class
14 members worked a total of six hundred sixty-one (661) pay periods. Based on Plaintiffs'
15 Counsel's investigations and analysis, it was determined that the employees would meet the
16 maximum aggregate penalty of four thousand dollars and therefore the estimated potential value
17 of this claim is \$42,400.00 ([106 putative class members] x [\$4,000 maximum aggregate penalty]).

18 53. Defendant contended that Plaintiffs and putative class members suffered no actual
19 injury from the alleged wage statement violations. Defendant also contended that this alleged
20 violation is entirely derivative of the foregoing allegations. In other words, Plaintiffs would have
21 to prove, for example, that off-the-clock work occurred, that overtime was worked, that all hours
22 of work had not been properly recorded and compensated, and/or that non-compliant meal and rest
23 periods occurred and that Defendant did not pay premiums, etc., to demonstrate that the wage
24 statements were inaccurate. Defendant further contended, *inter alia*, that if off-the-clock and/or
25 overtime work occurred and was not reflected in the wage statements, it was because the work
26 was hidden from Defendant. Defendant also contended that no actual injury can be shown. When
27 assessing the value of this claim, Plaintiffs' Counsel considered these factors, the derivative nature
28 of this alleged violation, the chances of prevailing on each of the underlying causes of action,

1 applicable case law and regulations, costs and expenses associated with further litigation and
2 certification, realities of the cases, and risks to recovery, and applied appropriate discounts for
3 them. At this juncture, a discount of 30% was applied to account for the risks associated with
4 obtaining and maintaining certification (bringing the value of the claim closer to \$29,680.00), a
5 discount of 60% was applied to account for the risks associated with succeeding on the merits and
6 establishing liability (bringing the value of the claim closer to \$11,872.00), and a discount of 70%
7 was applied to account for the risks associated with proving the extent of damages and obtaining
8 an award thereof (bringing the value of the claim closer to \$3,561.60).

9 **F. Failure to Maintain Requisite Payroll Records**

10 54. Plaintiffs alleged that Defendant had intentionally and willfully failed to keep
11 accurate and complete payroll records showing the hours worked daily by, and the wages paid to,
12 Plaintiffs and the putative class members, for example, by failing to account for all time worked
13 by and pay all wages due to Plaintiffs and putative class members. Plaintiffs also alleged that
14 Defendant's intentional and willful failure to keep accurate payroll records violated the statutorily-
15 protected right to accurate and complete payrolls records, and that Plaintiffs and the putative class
16 members have suffered injury and damage as a result.

17 55. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
18 central location in the state or at the plants or establishments at which employees are employed,
19 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
20 rate units earned by and any applicable piece rate paid to, employees employed at the respective
21 plants or establishments. These records must be kept in accordance with rules established for this
22 purpose by the Labor Commissioner, but in any case, shall be kept on file for not less than three
23 years. Under California Labor Code section 1174.5, a willful violation of the employer's
24 recordkeeping obligations set forth in Labor Code 1174(d) is subject to a civil penalty of \$500.
25 Arguably, however, this civil penalty would only be recoverable by the Labor Commissioner,
26 however, Plaintiffs assert a cause of action under PAGA. Therefore, the value of this claim is
27 considered as a part of the valuation of the PAGA claim contained *infra*.

28 ///

1 56. Defendant contended that Plaintiffs and putative class members suffered no actual
2 injury or damage from the alleged recordkeeping violations. Moreover, Defendant challenged
3 certification of the recordkeeping issue on the basis that individual liability issues predominated,
4 including (a) whether each putative class member's payroll records were not maintained properly,
5 and (b) whether Defendant's alleged failure to keep requisite payroll records was "willful." Like
6 the wage statement violations, this cause of action is entirely derivative of the causes of action for
7 failure to pay overtime and minimum wages and failure to provide compliant meal and rest
8 periods.

9 57. However, the valuation of this claim assumed that Plaintiffs would be able to prove
10 that all hours of work had not been recorded and compensated properly and accurately, that non-
11 compliant meal and rest breaks did occur, but Defendant did not provide premium pay for them,
12 etc., in order to demonstrate that Defendant failed to maintain accurate and complete payroll
13 records.

14 58. As such, when assessing the value of this claim, Plaintiffs' Counsel took the
15 foregoing factors into account, as well as Defendant's defenses and contentions, the derivative
16 nature of this cause of action, the chances of prevailing on the other causes of action, the inherent
17 difficulty in proving the "willful" prong of California Labor Code section 1174.5, applicable case
18 law, costs and expenses of further litigation and certification, and risks to recovery and applied
19 appropriate discounts for settlement purposes.

20 **G. Unreimbursed Business Expenses**

21 59. Plaintiff contended that Defendants failed to reimburse Plaintiff and other putative
22 class members for necessary business expenses, including but not limited to, costs associated with
23 use of personal cell phones, mileage, and travel expenses to carry out their job duties.

24 60. California Labor Code section 2802 requires an employer to indemnify its
25 employees for all necessary expenditures made by the employee in direct consequence of the
26 discharge of his or her duties, or of his or her obedience to the directions of the employer.

27 61. Defendants contended that it has a policy and practice of reimbursing employees for
28 necessary business-related expenses. Defendants also contended that, with respect to the alleged

1 expenses for which Plaintiff and other putative class members never requested reimbursement
2 from Defendants, Defendants did not know and had no reason to know that the alleged business-
3 related expenses were incurred. Defendants further contended that the reason for why a putative
4 class member undertook certain expenses, while not others, and failed to receive reimbursement
5 for certain expenses while not others, would raise individual issues that could not be certified.

6 62. Defendants also contended that the California Labor Code only requires
7 reimbursement of “necessary” expenses—as opposed to any expense that is incurred in the course
8 of performing work—and argued that distinguishing a necessary expense from an unnecessary one
9 would require individualized inquiry. See, Cal. Lab. Code § 2802; Gattuso v. Harte-Hanks
10 Shoppers, Inc. (2007) 42 Cal.4th 554. Furthermore, whether or not an expense was necessary,
11 would depend, in part, on the reasonableness of the employee’s choice, and whether or not an
12 expense was incurred, would have to be established by way of extensive individual factual inquiry
13 and/or statistical evidence. Cochran v. Schwan’s Home Services, Inc. (2014) 228 Cal.App.4th
14 1137.

15 63. If Plaintiff proved that Defendants willfully failed to reimburse necessary business-
16 related expenses to putative class members in the amount of three dollars (\$3) each per workweek
17 during the relevant time period, the potential value of this claim would be \$24,123.00 (8,041 total
18 workweeks x \$3 business expenses). Class Counsel also took into consideration that, not only
19 would it have to be established that expenses were incurred, but also that the nature of the expenses
20 were such that Defendants was required to reimburse them. While Class Counsel disagreed with
21 Defendants’ arguments and factual contentions, Class Counsel considered Defendants’ arguments,
22 applicable case law and regulations, the costs and expenses associated with further litigation and
23 certification, the circumstances and realities of the case, and risks to recovery, and applied
24 appropriate discounts for them. At this juncture, a discount of 50% was applied to account for the
25 risks associated with obtaining and maintaining certification (bringing the value of the claim closer
26 to \$12,061.50), a discount of 60% was applied to account for the risks associated with succeeding
27 on the merits and establishing liability (bringing the value of the claim closer to \$4,824.60), and a
28 discount of 70% was applied to account for the risks associated with proving the extent of damages

1 and obtaining an award thereof (bringing the value of the claim closer to \$1,447.38).

2 **H. Unfair Business Practices**

3 64. Plaintiff's sole cause of action is for Defendants' alleged violation of the California's
4 Unfair Competition Law, Business and Professions sections 17200, et seq. ("UCL") which
5 prohibits any "unlawful, unfair or fraudulent business practices." A violation of the UCL may be
6 predicated on the violation of any law.

7 65. Arguably, California Business and Professions Code section 17208 extends the
8 statute of limitations on Plaintiff's other allegations, which qualify as unfair business practices, to
9 four (4) years. However, claims brought under the UCL are equitable actions for injunctive or
10 restitutionary relief, and a court may take into consideration equitable defenses when fashioning
11 equitable remedies. Restitution under the UCL is limited to returning to Plaintiff and putative
12 class members monies unlawfully withheld, such as unpaid wages or unpaid meal or rest period
13 premiums, or restitutionary disgorgement.

14 66. Plaintiff contended that each of Defendants' alleged violations of the California
15 Labor Code constitute business practices that are either unlawful (i.e., is forbidden by law) and/or
16 unfair (i.e., harm to victim outweighs any benefit). In order to prevail on the UCL cause of action,
17 Plaintiff would have to prove that Defendants violated the predicate provisions of law, and that
18 the violations constitute unlawful and/or unfair business acts and practices in violation of
19 California Business and Professions Code sections 17200, et seq. Plaintiff would have to prove
20 that Defendants' conduct throughout the time period at issue has been unfair, unlawful, harmful,
21 and injurious to Plaintiff and putative class members. With respect to the UCL's standing
22 requirement, Plaintiff would also have to prove that they suffered an economic injury as a result
23 of Defendants' conduct.

24 67. As discussed above, Defendants vigorously challenged the likelihood of Plaintiff's
25 success in establishing that any of provisions of the California Labor Code, on which the UCL
26 claim is predicated, were violated and that such violations were injurious. Throughout this
27 litigation, Defendants also relentlessly challenged Plaintiff's standing and adequacy to assert class
28 claims and contended there were individualized issues that would pose challenges to certification.

1 When assessing the likelihood of prevailing on this cause of action, Class Counsel considered all
2 of the above, as well as Defendants' factual contentions and legal arguments, the chances of
3 prevailing on the other causes of action, costs and expenses associated with further litigation and
4 certification, and risks to recovery, and applied appropriate discounts for settlement purposes.

5 **I. PAGA Penalties**

6 68. Under the PAGA, as amended, California Labor Code sections 2698, *et seq.*, civil
7 penalties that may be assessed and collected by the state labor agency, for a violation of the
8 California Labor Code, may, as an alternative, be recovered by an aggrieved employee plaintiff.
9 If the California Labor Code already specifies and provides a civil penalty for the violation of a
10 provision of the California Labor Code, said civil penalty is recoverable by the aggrieved
11 employee plaintiff. Additionally, the PAGA statute establishes a civil penalty that is recoverable
12 by an aggrieved employee plaintiff, for violation of provisions of the California Labor Code for
13 which the California Labor Code does not specifically provide for a civil penalty, as follows: one
14 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
15 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
16 violation. Cal. Lab. Code § 2699(f). Pursuant to California Labor Code section 2699(i), seventy-
17 five percent (75%) of the penalties recovered are to be allocated to the State of California, with
18 the remaining twenty-five percent (25%) allocated to the aggrieved employees. The statute of
19 limitations period applicable to such penalties is one year prior to the filing of the complaint. Cal.
20 Civ. Proc. Code § 340.

21 69. Defendant contended that violations of multiple provisions of the California Labor
22 Code do not give rise to cumulative penalties, but that instead, the initial violation penalty and
23 subsequent violation penalty provided by statute, should only apply once per pay period, if at all,
24 rather than cumulatively for each separate California Labor Code provision that is, arguably,
25 violated during a pay period.

26 70. Defendant also contended that an important feature of the PAGA statute is that,
27 when determining whether or not to assess a penalty, the court exercises the same discretion that
28 the Labor Commissioner has, and may reduce the penalties to be assessed against the employer

1 pursuant to California Labor Code section 2699(e)(1)-(2). As such, Defendant contended that,
2 with respect to a PAGA claim, the Court was unlikely to assess cumulative penalties for the
3 maximum number of possible, separate California Labor Code violations, because it would be
4 unjust, arbitrary, oppressive, and/or confiscatory, especially where certain conduct may be
5 governed by multiple provisions of the California Labor Code that are interrelated and work in
6 tandem.

7 71. Defendant also maintained and continue to maintain that they had legally-compliant
8 employment policies and practices throughout the statutory period. Defendant denied and
9 continue to deny that they ever violated any provision of the California Labor Code and argued,
10 that, even if, *arguendo*, such violations occurred, Defendant will not be treated as having engaged
11 in subsequent violations giving rise to heightened penalties. In other words, Defendant argued
12 that heightened civil penalties for subsequent violations would not be assessed unless it could be
13 shown that Defendant had notice that they were violating the law, e.g., because they had been cited
14 by a labor agency or adjudged by a court to have done so. See, e.g., *Amaral v. Cintas Corp. No.*
15 *2* (2008) 163 Cal.4th 1157, 1209. Defendant argued that it would be able to show a lack of
16 willfulness in the violations, such that the alleged California Labor Code violations would not be
17 considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty
18 was shown for each pay period, only the lower civil penalty associated with initial violations would
19 apply.

20 72. Importantly, to prevail on the PAGA claim, Defendant contended that some courts
21 have required Plaintiffs to show at the outset that they have suffered injury, in order to establish
22 standing, and that Plaintiffs would also have to prove all requisite elements to prove violations of
23 the underlying California Labor Code provisions, in order to show that Defendant’s conduct gives
24 rise to penalties. The overtime and meal and rest period allegations are fundamental to this action;
25 however, for the reasons discussed above, there were substantial challenges to showing liability
26 and exposure for these claims. Defendant argued that Plaintiffs would not be able to establish
27 violations of the underlying California Labor Code provisions and the fundamental allegations
28 regarding overtime and meal and rest periods. Defendant also contended that multiple

1 individualized issues vitiated the manageability of representative adjudication of PAGA penalties.

2 73. Defendant would also likely seek bifurcation of discovery and/or trial of the PAGA
3 claim—multiple courts have taken such an approach.

4 74. Defendant also maintained that, in addition to its strong arguments against the
5 underlying claims, taking the current unsettled state of law, it would be unjust to award the
6 maximum potential PAGA penalties. There was a dearth of law and guidance regarding trials
7 and/or assessment of penalties under the PAGA statute, and there is no clearly-established
8 methodology for the valuation and/or assessment of PAGA penalties.

9 75. Defendant also contended that, before a PAGA claim could be tried, under existing
10 law, the court of law would have to be satisfied that the adjudication of the PAGA claim, based
11 on a theory of uniform wage and hour practices relating to a large group of aggrieved employees,
12 is sufficiently “manageable” so as not to interfere with Defendant’s right to due process.
13 Defendant alleged that the putative class members’ job titles, job duties, and locations varied.
14 Defendant contended that there was variation as to the circumstances that could allegedly cause
15 the employees to work overtime or to be deprived of the opportunity to take legally-compliant,
16 duty-free meal and/or rest periods. Defendant further contended that these issues presented
17 challenges not only to liability, but challenges to Plaintiffs’ ability to show that a PAGA claim
18 could be efficiently and manageably adjudicated without abridging Defendant’s due process
19 rights.

20 76. Defendant pointed to case law that held that, given the derivative nature of a PAGA
21 claim, it would stand or fall based on the claims from which it derives, and the success of showing,
22 *inter alia*, off-the-clock work, failure to properly pay wages, failure to reimburse for expenses,
23 etc. Defendant also pointed to case law demonstrating that courts have attributed little separate
24 value to PAGA claims, for example, allowing them to be resolved for \$0 where the other
25 underlying California Labor Code claims are being resolved. See, e.g. *Matter of Nordstrom*
26 *Commission Cases* (2010) 186 Cal.App.4th 576, 588-590 (No abuse of discretion by the trial court
27 in approving the allocation of \$0 toward PAGA penalties, where PAGA claim is resolved as a part
28 of an overall resolution of the underlying California Labor Code violations); *Franco v. Ruiz Food*

1 *Prods, Inc.* (E.D. Cal. Nov. 27, 2012) No. 1:10-cv-02354-SKO, 2012 WL 5941801, at *14
2 (Approving allocation of \$10,000, out of the settlement of \$2.5 million, toward the settlement of
3 the PAGA claim); *Garcia v. Gordon Trucking* (E.D. Cal. Oct. 31, 2012) No.1:10-CV-0324-AWI-
4 SKO, 2012 WL 5364655, at *3 (Approving the allocation of \$10,000, out of the settlement of \$3.7
5 million, toward the settlement of the PAGA claim); *Chu v. Wells Fargo Investments, LLC* (N.D.
6 Cal. Feb. 16, 2011) No. C 05-4526 MHP, C 0647924 MHP, 2011 WL 672645, at *1 (Approving
7 the allocation of \$10,000, out of the settlement of \$6.9 million, toward the settlement of the PAGA
8 claim); *Jack v. Hartford Ins. Co.* (S.D. Cal. Oct. 13, 2011) No. 3:09-cv-1683-MMA (JMA), 2011
9 WL 4899942, at *18 (Approving the allocation of \$3,000, out of the settlement of \$1.2 million,
10 toward the settlement of the PAGA claim); *Schiller v. David's Bridal, Inc.* (E.D. Cal. June 11,
11 2012) 2012 WL 2117001, at *14 (approving the allocation of \$10,000, out of the settlement of
12 \$518,245, toward settlement of the PAGA claim).

13 77. Assuming that the Court would be satisfied that the PAGA claim was susceptible to
14 being efficiently tried and adjudicated on a representative basis, and assuming that civil penalties
15 in the amount of \$1,600 could be covered for each of the one hundred six (106) PAGA Employees
16 who were estimated to have worked during the PAGA Period (i.e., from September 7, 2019 to
17 January 12, 2022), the PAGA penalties at issue, which the Court could determine whether or not
18 to assess and whether or not to reduce, were estimated to be approximately \$169,600.00 (106
19 individuals x \$1,600 civil penalties).

20 78. Plaintiffs' Counsel recognized the realities of Defendant's arguments, evidence and
21 information obtained through investigations as well as from Defendant, the circumstances and
22 realities of the cases, the current state of the law, the costs of continued litigation, and the risks to
23 recovery, and applied appropriate discounts for them. At this juncture, a discount of 20% was
24 applied to account for the risks associated with establishing manageability and possible bifurcation
25 of discovery and/or trial (bringing the value of the claim closer to \$135,680.00), a discount of 30%
26 was applied to account for the risks associated with succeeding on the merits and establishing
27 liability (bringing the value of the claim closer to \$94,976.00), and a discount of 50% was applied
28 to account for the risks associated with proving the extent of penalties that are warranted and

possible discretionary reduction of penalties by the Court (bringing the value of the claim closer to \$47,488.00).

J. Summary

79. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the merits of this case, Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to monetary recovery. Class Counsel estimates that the potential value to be recovered if Plaintiff were successful at trial on all of the claims is \$1,997,310.05, and the total value that could reasonably be expected to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks, is \$200,436.69. Seen in this light, the Maximum Settlement Amount of \$450,000.00 represents 20.77% of the potential value and 224.51% of the risk-adjusted value of the claims.

Principle Claim	Potential Value	Risk-Adjusted Realistic Value
1. Failure to Pay Overtime Wages	\$582,570.45	\$48,935.92
2. Failure to Pay Minimum Wages	\$258,920.20	\$21,749.30
3. Failure to Provide Compliant Meal Periods and Associated Premiums	\$388,380.30	\$32,623.94
4. Failure to Provide Compliant Rest Periods and Associated Premiums	\$129,460.10	\$10,874.65
5. Failure to Timely Provide Wages and Waiting-Time Penalties	\$401,856.00	\$33,755.90
6. Failure to Provide Compliant Wage Statement	\$42,400.00	\$3,561.60
7. Failure to Maintain Requisite Payroll Records	See item 9.	
8. Failure to Reimburse Business Expenses	\$24,123.00	\$1,447.38
9. Unfair Business Practices	See items 1, 2, 3 and 7.	
10. Private Attorneys General Act	\$169,600.00	\$47,488.00
Total:	\$1,997,310.05	\$200,436.69

The conclusion to be drawn from the foregoing analysis is that neither class certification, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation

1 and certification, and risks to recovery and applied appropriate discounts as discussed above. This
2 Settlement involves highly disputed claims and, like most other settlements, is the product of
3 compromise.

4 80. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
5 in the best interest of the Class. Class Counsel also submits that the Settlement and accompanying
6 moving papers satisfy the requirements set forth in the Class Action Case Management Order #1
7 issued by the Court, as reflected in the Compliance Chart, attached hereto as “**EXHIBIT 2.**” Class
8 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
9 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
10 litigation, and the costs and risks associated with class certification, representative adjudication,
11 trial, and/or appeals.

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

14 Executed on this 26th day of September 2022, at San Francisco, California.

15 
16 _____
17 Janardana Burns
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Regina Sam (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated and on behalf of the State of California with respect to PAGA Employees (as defined herein), and Defendant Concordance Healthcare Solutions, LLC (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On April 29, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Reginia Sam v. Concordance Healthcare Solutions, LLC* in the Superior Court of California for the County of Riverside, Case No. CVRI2102017 (“Action”) against Defendant. On November 12, 2021, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendant of the specific provisions of the California Labor Code that were violated (“PAGA Notice”). On March 9, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”). The Operative Complaint alleges eleven (11) causes of action against Defendant for violations of the California Labor Code for failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, maintain requisite payroll records, and reimburse necessary business-related expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

2. Defendant denies all material allegations set forth in the Action and has asserted

1 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
2 Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released
3 PAGA Claims.

4 3. Class Counsel in the Action diligently investigated the claims against Defendant,
5 including any and all applicable defenses and the applicable law. The investigation included, *inter alia*,
6 the exchange of information, data, and documents, and review of corporate policies and practices.

7 4. On October 12, 2021, the Parties participated in mediation with Warren Jackson, Esq. (the
8 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
9 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement
10 discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed
11 analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with
12 continued litigation. Based on the documents produced, as well as Class Counsel’s own independent
13 investigation and evaluation, Class Counsel believes that the settlement with Defendant for the
14 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate
15 and is in the best interest of the Class Members and the State of California in light of all known facts
16 and circumstances, including the risk of significant delay and uncertainty associated with litigation and
17 various defenses asserted by Defendant.

18 5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
19 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
20 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,
21 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

22 **DEFINITIONS**

23 6. The following definitions are applicable to this Settlement Agreement. Definitions
24 contained elsewhere in this Settlement Agreement will also be effective:

25 a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
26 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the
27 Action, as set forth in Paragraph 10 below.

28 b. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and

Janardana Burns of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s last-known full name, mailing address, telephone number, Social Security Number, dates employed as a non-exempt employee of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined below).

d. “Class Member(s)” or “Class” means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the Class Period. Defendant represents that the number of Class Members is approximately 134 individuals.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

f. “Class Period” means the time period from April 29, 2017 through January 12, 2022.

g. “Class Representative” or “Plaintiff” means Reginia Sam.

h. “Class Settlement” means the settlement and resolution of all Released Class Claims.

i. “Court” means the Superior Court of the State of California for the County of Riverside.

j. “Defendant” means Concordance Healthcare Solutions, LLC.

k. “Defendant’s Counsel” means Christopher W. Decker of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

l. “Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration of further review.

m. “Employer Taxes” means the employer’s share of taxes and contributions in

connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Maximum Settlement Amount.

n. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of the Class Members and State of California with respect to PAGA Employees.

o. “Exclusion Form” means the Exclusion Form, substantially in the form attached as “**Exhibit B.**”

p. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated in accordance with Paragraph 15.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 24 below.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 14.

u. “LWDA Payment” means the amount of Fifty Thousand Six Hundred and Twenty-Five Dollars (\$50,625.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 13.

v. “Maximum Settlement Amount” means the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) to be paid by Defendant in full resolution of all Released Claims and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Net

Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition to the Maximum Settlement Amount. The Maximum Settlement Amount is subject to increase, as provided in Paragraph 36 below.

w. “Net Settlement Amount” means the portion of the Maximum Settlement Amount that is available for distribution to Settlement Class Members, which is the Maximum Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

x. “Notice Packet” means the Class Notice, Exclusion Form, and Objection Form, substantially in the forms attached as “**Exhibit A**”, “**Exhibit B**”, and “**Exhibit C**”, respectively.

y. “Objection” means an Objection Form or a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

z. “Objection Form” means the Objection Form, substantially in the form attached as “**Exhibit C**.”

aa. “PAGA Amount” means the allocation of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) from the Maximum Settlement Amount for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Allocation, or \$50,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$16,875.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

bb. “PAGA Employees” means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

cc. “PAGA Employee Amount” means the amount of Sixteen Thousand Eight Hundred Seventy-Five Dollars (\$16,875.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Workweeks.

dd. “PAGA Period” means September 7, 2019 through January 12, 2022

ee. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

ff. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either Plaintiff or Defendant.

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

hh. “Released Class Claims” means all claims, causes of action, and theories of relief that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, and all damages, penalties, interest, and other amounts recoverable for said claims, causes of action, and legal theories, arising during the Class Period, including all of the following: failure to pay all regular wages, minimum wages, and overtime wages due; failure to properly calculate the regular rate of pay for payment of overtime wages; failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to keep required payroll records; failure to reimburse business expenses; unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and any other claims based on the facts alleged in the Operative Complaint.

ii. “Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. that could have been sought by the Labor Commissioner premised on the claims, causes of action, or legal theories of relief identified in Plaintiff’s pre-filing letter to the Labor Workforce Development Agency, during the PAGA Period.

jj. “Released Parties” means Defendant and its officers, directors, employees, and agents, and Seneca Medical Holdings, Inc.

kk. “Request for Exclusion” means an Exclusion Form or a Class Member’s written

1 letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case
2 name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone
3 number, and last four (4) digits of Social Security Number; (c) contain a clear written statement
4 indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by
5 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
6 Deadline.

7 ll. "Response Deadline" means the deadline by which Class Members must submit
8 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
9 five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator,
10 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
11 extended to the next day on which the U.S. Postal Service is open. In the event that a Notice Packet is
12 re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen
13 (15) calendar days from the initial Response Deadline.

14 mm. "Settlement Administrator" means Phoenix Settlement Administrators, or any
15 other third-party class action settlement administrator agreed to by the Parties and approved by the Court
16 for purposes of administering this Settlement. The Parties and their counsel each represent that they do
17 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the
18 Settlement Administrator that could create a conflict of interest. Defendant and Defendant's counsel
19 shall not enter into any contractual relationship with the Settlement Administrator.

20 nn. "Settlement Administration Costs" means the costs payable from the Maximum
21 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
22 Settlement, as set forth in Paragraph 12 below.

23 oo. "Settlement Class Members" means all Class Members who do not submit a timely
24 and valid Request for Exclusion.

25 pp. "Workweeks" means the number of weeks each Class Member was employed by
26 Defendant as a non-exempt employee in California during the Class Period, which will be calculated by
27 the Settlement Administrator by counting, for each Class Member, the weeks elapsed between (i) the
28 later of (a) the Class Member's hire/rehire date and (b) April 29, 2017 and (ii) the earlier of (a) the Class

Member's termination date (or, if applicable, date of conversion to exempt status), and (b) January 12, 2022.

qq. "Workweeks Dispute" means a Class Member's written letter disputing the pre-printed information on the Class Notice as to his or her Workweeks, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

7. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

8. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

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

9. Funding and Disbursement of the Maximum Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendant will make a one-time deposit of the Maximum Settlement Amount plus an amount sufficient for Employer's Taxes into the settlement account to be established by

the Settlement Administrator. Within seven (7) calendar days of the funding of the Maximum Settlement Amount and an amount sufficient for Employer Taxes, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

10. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to \$157,500.00 if the Maximum Settlement Amount is \$450,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel and any additional expenses for doing so 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 or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested the Attorneys' Fees and Costs to Class Counsel, neither Plaintiff not Class Counsel shall have the right

1 to revoke this Agreement, and it will remain binding. Any portion of the Attorneys' Fees and Costs not
2 awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement
3 Class Members.

4 11. Enhancement Payment. In recognition of her efforts and work in prosecuting the Action,
5 Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment to
6 Plaintiff in an amount up to Seven Thousand Five Hundred Dollars (\$7,500.00). The Enhancement
7 Payment, which will be paid from the Maximum Settlement Amount, subject to Court approval, will be
8 in addition to her Individual Settlement Payment and Individual PAGA Payment that is to be paid
9 pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for
10 the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly
11 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
12 Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set
13 forth above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and
14 the difference between the lesser amount approved by the Court and the amount allocated toward the
15 Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class
16 Members.

17 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
18 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
19 which is currently estimated not to exceed Seven Thousand Dollars (\$7,000.00). These costs, which
20 will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*,
21 translating the Notice Packet in Spanish, printing, distributing, and tracking Notice Packets and other
22 documents for this Settlement, calculating and distributing payments due under the Settlement, issuing
23 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
24 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
25 process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration
26 Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the
27 Maximum Settlement Amount, subject to approval by the Court. Any portion of the estimated,
28 designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill

1 payment to the Settlement Administrator to undertake the requirement settlement administration duties
2 will be part of the Net Settlement Amount for the benefit of Settlement Class Members. Plaintiff, Class
3 Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for errors or omissions
4 in the calculation or distribution of the Settlement payments or the development of the list of recipients
5 of Settlement payments.

6 13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
7 Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) from the Maximum Settlement Amount will
8 be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section
9 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$50,625.00, will be paid
10 to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$16,875.00, will be
11 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on
12 Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

13 14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
14 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks,
15 as follows:

16 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
17 divide the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the
18 "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the
19 Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

20 b. After Final Approval of the Settlement, the Settlement Administrator will divide
21 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
22 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final
23 Workweek Value to yield his or her Individual Settlement Share.

24 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
25 and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of
26 Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA
27 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA
28 Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA

Employee's individual Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

17. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

18. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice, Exclusion Form, and Objection Form (i.e., Notice Packet) in English and Spanish (in the forms attached as **Exhibit A**, **Exhibit B**, and **Exhibit C** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Notice Packets that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Notice Packet within five (5) calendar days.

c. Dispute Regarding Workweeks. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be

the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

19. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds remaining in the Qualified Settlement Fund in connection with cancelled checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property. The Settling Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on said amounts. The Settlement Administrator shall mail a reminder postcard by First Class U.S. Mail to any Settlement Class Member and/or PAGA Employee whose Individual Settlement Payment check and/or Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after the date of mailing. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the

cancellation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled and PAGA Employees whose Individual PAGA Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement.

20. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. However, all PAGA Employees will be bound to the release of the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

21. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit an Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the

1 Court in advance of the Final Approval Hearing.

2 22. Reports by the Settlement Administrator Regarding Settlement Administration. The
3 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
4 certifies: (a) the number of Class Members who have submitted a Workweeks Dispute; (b) the number
5 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
6 Objections; and (c) the number of undeliverable and re-mailed Notice Packets. Additionally, the
7 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
8 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
9 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
10 Settlement.

11 23. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 24. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
15 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
16 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
17 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
18 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
19 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
20 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
21 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
22 withholdings). The Employer Taxes will be paid separately and in addition to the Maximum Settlement
23 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
24 and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

25 25. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
26 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
27 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
28 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all

1 payroll taxes, contributions, and withholdings to the appropriate government authorities.

2 26. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
5 Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of
6 Employer Taxes, they will be solely responsible for correctly characterizing any compensation received
7 under the Settlement on his/her personal income tax returns and paying any and all taxes due for any
8 and all amounts paid to them under the Settlement.

9 27. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
10 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
11 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
12 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
13 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
14 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
15 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
16 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
17 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
18 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
19 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
20 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
21 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
22 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
23 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
24 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
25 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
26 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
27 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
28 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

29. Release of Claims by Settlement Class Members and the State of California.

a. Class Settlement Release. Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown. However, to be clear, the scope of the release is limited to the Released Class Claims. By virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The parties understand and specifically agree that the scope of the release described in this paragraph is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this settlement and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the Operative Complaint.

b. PAGA Settlement Release. Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims whether known or unknown. However, to be clear, the scope of the release is limited to the Released PAGA Claims. By virtue of this Agreement, Plaintiff and the State of California with respect to all PAGA Employees shall be deemed to have, and

1 by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and
2 released all of the Released PAGA Claims. The parties understand and specifically agree that the scope
3 of the release described in this paragraph is a material part of the consideration for this Agreement; was
4 critical in justifying the agreed upon economic value of this settlement and without it Defendant would
5 not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that
6 Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been
7 alleged based on the facts, causes of action, and legal theories contained in the Operative Complaint.

8 c. The res judicata effect of the Judgment will be the same as that of the release of
9 Class Released Claims and PAGA Released Claims.

10 30. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
11 funding of the Maximum Settlement Amount, Plaintiff will be deemed to have fully released and
12 discharged the Released Parties of and from all claims arising from her employment with Defendant,
13 separation of employment from Defendant, and any acts that have or could have been asserted in any legal
14 action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or
15 local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor
16 Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
17 Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California
18 Business and Professions Code, California Fair Employment and Housing Act, California Constitution
19 (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation,
20 wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical
21 expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the
22 date of execution of the Settlement Agreement. With respect to those claims released by Plaintiff in an
23 individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under
24 California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
26 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
27 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
28 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

31. Plaintiff's Date of Termination. Plaintiff represents and warrants that her employment with Defendant ended before January 29, 2019. Plaintiff understands that this representation is a material element of this Agreement and that, had she not provided this representation, Defendant would have required additional terms to this Agreement in order to obtain an enforceable waiver of any claims she might have under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. § 621 *et seq.*

32. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion for review and approval at least three court days before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Defendant agrees to provide Class Counsel a draft of any required declarations in support of Plaintiff's motion for preliminary approval at least three court days before Plaintiff's deadline to file the motion for preliminary approval. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Notice

1 Packet and directing its mailing to the Class by First-Class U.S. Mail;

2 f. Approving the manner and method for Class Members to request exclusion from
3 or object to the Class Settlement as contained herein and within the Class Notice; and

4 g. Scheduling a Final Approval Hearing at which the Court will determine whether
5 the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class
6 Members and PAGA Employees.

7 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
8 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to
9 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
10 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;
11 (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The
12 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
13 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval
14 of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
15 for review and approval at least three court days before filing it with the Court. By way of said motion,
16 Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final
17 Approval Order and Judgment"), which will provide for, in substantial part, the following:

18 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
19 consummation of its terms and provisions;

20 b. Certification of the Settlement Class;

21 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

22 d. Approval of the application for Enhancement Payment to Plaintiff;

23 e. Directing Defendant to fund all amounts due under the Settlement Agreement and
24 ordered by the Court; and

25 f. Entering judgment in this Action, while maintaining continuing jurisdiction, in
26 conformity with California Rules of Court 3.769 and the Settlement Agreement.

27 34. Termination or Revocation of Settlement.

28 a. If ten percent (10%) or more of the Class Members submit timely and valid

1 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement by way of writing that
2 is provided to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the
3 Parties of the total number of timely and valid Requests for Exclusion received by the Response Deadline.
4 If Defendant exercises this option, Defendant shall pay any costs of settlement administration incurred by
5 the Settlement Administrator up until the date that Defendant gives notice to the Settlement Administrator
6 that it is exercising its right to rescind the Settlement pursuant to this paragraph.

7 b. If the Court fails or refuses to issue the Final Approval Order and Judgment or fails
8 to approve any material condition of this Settlement Agreement which effects a fundamental change of
9 the Settlement Agreement (unless explicitly excepted herein), by way of writing that is provided to the
10 other Party within ten (10) calendar days thereof, the entire Settlement Agreement shall be rendered
11 voidable and unenforceable as to all Parties herein at the option of either Party.

12 35. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
13 have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and no
15 Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
21 any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
24 to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
27 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
28 and

1 f. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning.

4 g. If the Settlement is voided or fails for any reason other than revocation by
5 Defendant, pursuant to paragraph 35(a), above, any costs incurred by the Settlement Administrator shall
6 be borne equally by the Parties.

7 36. Escalator Clause. Defendant represents that, during the period from April 29, 2017
8 through September 11, 2021, the Class Members worked, collectively, approximately 6,706
9 Workweeks. If it is determined that the total number of Workweeks during the period from April 29,
10 2017 through September 11, 2021 exceed 6,706 by more than ten percent (10%) (i.e. exceeds 7,377),
11 then, the Maximum Settlement Amount will be increased by 1% for every 1% increase in workweeks
12 over the 10% threshold (e.g., if the threshold of 7,377 Workweeks is exceeded by 1%, the Maximum
13 Settlement Amount will increase by 1%).

14 37. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
15 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
16 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
17 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
18 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

19 38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
20 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
21 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 39. Limitation on Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or
23 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
24 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except
25 potential class members and as shall be contractually required to effectuate the terms of the Settlement.
26 For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press
27 releases, communicate with, or respond to any media or publication entities, publish information in
28 manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by

1 print, video, recording or any other medium, with any person or entity concerning the Settlement,
2 including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
3 except as shall be contractually required to effectuate the terms of the Settlement. Class Counsel will
4 take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction
5 against any public disclosure of the Settlement and against any media comment on the Settlement and
6 its terms as described in this paragraph. Class Counsel further agrees not to use the Settlement or any
7 of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from
8 including publicly available information regarding this Settlement in future judicial submissions
9 regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel
10 will undertake any and all disclosures and submissions required to be made to the LWDA in conformity
11 with PAGA.

12 40. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
15 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
16 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
17 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
18 contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire
19 agreement between the Parties relating to the settlement and transaction contemplated hereby, and all
20 prior or contemporaneous agreements, understandings, representations, and statements, whether oral or
21 written and whether by a Party or such Party's legal counsel, are merged herein.

22 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
23 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of
24 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
25 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

26 42. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
27 the Parties may not amend or modify any provision of this Settlement Agreement except by written
28 agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of

1 the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except
2 by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver
3 or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other
4 provision. Material terms of this agreement may only we waived subject to Court approval.

5 43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
7 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
8 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
9 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
10 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
11 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
12 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
13 provisions that otherwise might apply under state or federal law.

14 44. Signatories. It is agreed that because the members of the Class are so numerous, it is
15 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
16 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
17 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as
18 to the PAGA Employees, and the release shall have the same force and effect as if this Settlement
19 Agreement were executed by each Settlement Class Member and PAGA Employee.

20 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 46. California Law Governs. All terms of this Settlement Agreement and attached exhibits
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 47. Execution and Counterparts. This Settlement Agreement is subject only to the execution
25 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
27 signature page, will be deemed to be one and the same instrument.

28 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this

1 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Class
2 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations
3 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.
4 The Parties further acknowledge that they are each represented by competent counsel and that they have
5 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
6 Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may
7 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
8 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
9 is objectively fair and reasonable.

10 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement
13 valid and enforceable.

14 50. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
15 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to
16 implement the Settlement.

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

of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

54. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

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

56. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Edwin Aiwarzian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Christopher W. Decker
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
400 South Hope Street, Suite 1200
Los Angeles, California 90071

57. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

59. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint in the Action. Plaintiff and Class Counsel further represent that, other than the Action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum, and that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for these representations.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 08/23/22, 2022

PLAINTIFF REGINIA SAM

Electronically Signed: 2022-08-23 18:26:52 UTC - 67.49.19.147

Reginia Sam

Nintex AssumeSign® 239a34fd-c60e-4780-b7d1-aef0a0121804

Reginia Sam, Plaintiff

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DEFENDANT CONCORDANCE HEALTHCARE
SOLUTIONS, LLC

Dated: 9/6/22, 2022

Doreen Nersesian

Full Name: Doreen Nersesian

Title: EUP, Human Resources

On behalf of Concordance Healthcare Solutions, LLC

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: 08/23/2022, 2022

Edwin Aiwanian

Edwin Aiwanian

Joanna Ghosh

Janardana Burns

Attorneys for Plaintiff Reginia Sam and Proposed Class
Counsel

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: 9/6/2022, 2022

Christopher W. Decker

Christopher W. Decker

Attorneys for Defendant Concordance Healthcare
Solutions, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Reginia Sam v. Concordance Healthcare Solutions, LLC
Superior Court of California for the County of Riverside, Case No. CVRI2102017

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Reginia Sam ("Plaintiff") and Defendant Concordance Healthcare Solutions, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Reginia Sam v. Concordance Healthcare Solutions, LLC*, Riverside County Superior Court, Case No. CVRI2102017 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the period Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from April 29, 2017 through January 12, 2022.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from September 7, 2019 through January 12, 2022.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On April 29, 2021, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Riverside County Superior Court, Case No. CVRI2102017. On November 12, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice"). On March 9, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and/or pay premium wages in lieu thereof, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200-17210, and conduct that gives rise to penalties under California Labor Code sections 2698-2699.8 ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid minimum and overtime wages, unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed TBD as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Reginia Sam as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Janardana Burns
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Maximum Settlement Amount is Four Hundred Fifty Thousand Dollars (\$450,000) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$157,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Action; (3) the amount of Sixty-Seven Thousand Five Hundred Dollars (\$67,500) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”); and (4) Settlement Administration Costs in an amount not to exceed (\$) to the Settlement Administrator. The PAGA Amount will be distributed 75% to the LWDA (i.e., \$50,625) (“LWDA Payment”) and the remaining 25% (i.e., \$16,875) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Class Period (“Workweeks”) divided by the total number of weeks worked by all Class Members collectively during the Class Period.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield

the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

The estimated average Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated highest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated lowest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and other non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on Workweeks during the PAGA Period divided by the total number of weeks worked by all PAGA Employees collectively during the PAGA Period.

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records,

- From April 29, 2017 through January 12, 2022 (i.e., the Class Period), you are credited as having [] Workweeks.
- From September 7, 2019 through January 12, 2022 (i.e., the PAGA Period), you are credited as having [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”), which must: (a) contain the case name and number of the Action (*Reginia Sam v. Concordance Healthcare Solutions, LLC*, Case No. CVRI2102017); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, the PAGA Employees and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims whether known or unknown.

“Released Class Claims” means all claims, causes of action, and theories of relief that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, and all damages, penalties, interest, and other amounts recoverable for said claims, causes of action, and legal theories, arising during the Class Period, including all of the following: failure to pay all regular wages, minimum wages, and overtime wages due; failure to properly calculate the regular rate of pay for payment of overtime wages; failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to keep required payroll records; failure to reimburse business expenses; unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and any other claims based on the facts alleged in the Operative Complaint.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. that could have been sought by the Labor Commissioner premised on the claims, causes of action, or legal theories of relief identified in Plaintiff’s pre-filing letter to the Labor Workforce Development Agency, during the PAGA Period.

“Released Parties” means Defendant and its officers, directors, employees, and agents, and Seneca Medical Holdings, Inc.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$157,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of up to Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed [REDACTED] (\$[REDACTED]) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Reginia Sam v. Concordance Healthcare Solutions, LLC*, Case No. CVRI2102017); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before [Response Deadline].

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be

bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

Class Members may object to the Class Settlement, as long as he or she has not submitted a Request for Exclusion (i.e., Settlement Class Members), by submitting a written objection, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator.

An Objection must: (a) contain the case name and number of the Action (*Reginia Sam v. Concordance Healthcare Solutions, LLC*, Case No. CVRI2102017); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:

<https://www.riverside.courts.ca.gov/PublicNotices/COVID-19-Court-Operations.php>

You can find information regarding appearing remotely online at:

<https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>. Please note that there may be deadlines to reserve a telephonic or remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit [#] to the Declaration of Janardana Burns in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on [MPA filing date] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CVRI2102017).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Reginia Sam v. Concordance Healthcare Solutions, LLC
Superior Court of California, County of Riverside, Case No. CVRI2102017

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

TBD

[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Reginia Sam v. Concordance Healthcare Solutions, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, I will still be bound by the settlement and release of the PAGA Released Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ __ __) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT C

Reginia Sam v. Concordance Healthcare Solutions, LLC
Superior Court of California, County of Riverside, Case No. CVRI2102017

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

TBD

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

EXHIBIT 2

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Janardana Burns (SBN 337696)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Reginia Sam

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

REGINIA SAM, 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.

CONCORDANCE HEALTHCARE
SOLUTIONS, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2102017

Honorable Craig G. Riemer
Department 1

CLASS ACTION

**PLAINTIFF'S COMPLIANCE CHART
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

[Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declaration of Proposed Class
Counsel (Janardana Burns); Declaration of
Proposed Class Representative (Reginia
Sam); Declaration of Defendant's Counsel
(Christopher W. Decker); Declaration of
Defendant (Doreen Nersesian); Declaration
of Proposed Settlement Administrator
(Michael Moore); and [Proposed] Order filed
concurrently herewith.]

Reservation No.: 228226958054
Date: November 15, 2022
Time: 8:30 a.m.
Dept: 1

Complaint Filed: April 29, 2021
FAC Filed: March 9, 2022
Trial Date: None Set

COMPLIANCE CHART

SAM V. CONCORDANCE HEALTHCARE SOLUTIONS, LLC

RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVRI2102017

Case Management Order requirements	Requirements met in moving papers
The settlement agreement shall not provide that any order, notice, form, or judgment shall include any provision that this order prohibits from being included in such a document. (Section G.1.a.)	Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"), attached as "EXHIBIT 1" to the Declaration of Janardana Burns in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Burns Declaration").
The settlement agreement shall be written, signed by all necessary parties, and filed, either in the form of a separate stipulation or as an authenticated attachment to a declaration of counsel. (Section G.1.b.)	Burns Declaration, ¶ 8, Exh. 1
Regardless of the terms of the proposed settlement, counsel shall not file a Notice of Settlement of Entire Case (Judicial Council form CM-200). (Section G.2.)	No Notice of Settlement of Entire Case was filed by the Parties.
The motion shall be supported by a declaration from the plaintiff's attorney that, <i>inter alia</i> , sets forth the attorney's estimate of the number of individuals in the class. (Section G.3.a.i.)	Burns Declaration, ¶ 9.
The motion shall be supported by a declaration from the plaintiff's attorney that, <i>inter alia</i> , (A) sets forth the attorney's estimate of the total amount of damages, monetary penalties or other relief that the class would be awarded on each claim if that claim were entirely successful at trial; (B) explains how that estimate was calculated; and (C) states the collective total for all of the claims. (Section G.3.a.ii.)	Burns Declaration, ¶¶ 24-78 (explanation of estimates and calculations of value of claims), ¶ 79 (collective summary of value of claims).

The motion shall be supported by a declaration from the plaintiff's attorney that, <i>inter alia</i>, sets forth: (A) the attorney's estimate as to each claim of the total amount of damages, monetary penalties or other relief that the class could reasonably expect to be awarded at trial, taking into account difficulties of proof, the defendant's defenses, and other attendant risks; (B) the attorney's reasons for those estimates; (C) the likely award at trial for all claims collectively; and (D) both the number of class certification orders that the attorney has obtained following contested certification motions concerning similar claims and the number of trials that the attorney has conducted concerning class or individual actions alleging similar claims. (Section G.3.a.iii.)	Burns Declaration, ¶ 7 (discussion of class certification orders obtained by Plaintiff's attorneys), ¶¶ 24-79 (explanation of estimates and calculations of value of claims).
The motion shall be supported by a declaration from the plaintiff's attorney that, <i>inter alia</i>, sets forth the attorney's estimate of the recovery by the average class member if the settlement were approved. If the recovery by different class members will vary, the attorney shall also estimate the range (high and low) of possible recoveries. (Section G.3.a.iv.)	Burns Declaration, ¶ 23.
The motion shall be supported by a declaration from the plaintiff's attorney that, <i>inter alia</i>, describes in detail the nature and extent of the formal and informal discovery exchanged and other factual investigation conducted to determine the size of the class and the strength of the class claims. (Section G.3.a.v.)	Burns Declaration, ¶¶ 11-12, & 18.
The motion shall be supported by a declaration from the plaintiff's attorney that, <i>inter alia</i>, states (A) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (B) whether the attorney made reasonable inquiry of other members of the attorney's law firm and any associated law firm to determine whether those individuals are aware of any such similar actions. If any such similar actions are known to exist, the declaration shall also state (C) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case. (Section G.3.a.vi.)	Burns Declaration, ¶ 21.

The motion shall be supported by a declaration from the defendant's attorney that states (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case. (Section G.3.b.)	Declaration of Christopher W. Decker in Support of Motion for Preliminary Approval of Settlement.
The motion shall describe how the value of any uncashed checks, unpaid cash residue, or other unclaimed or abandoned funds will be distributed. (Section G.3.c.)	Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") at 6:3-6:12 & 22:3-22:10.
The motion shall describe the intended distribution of unclaimed funds in accordance with Code of Civil Procedure section 384, subdivision (b), and shall explain the reason for choosing proposed recipient as opposed to other potential recipients considered. (Section G.3.c.i.)	Motion for Preliminary Approval at 6:5-6:12.
The motion shall be supported by a declaration from a knowledgeable person from the proposed recipient. The declaration shall: Establish that the recipient is a nonprofit organization, foundation, or program of the type described in that subdivision. (Section G.3.c.ii.A.)	Funds are to be distributed to the State Controller's Office.
The motion shall be supported by a declaration from a knowledgeable person from the proposed recipient. The declaration shall: Describe the history of the recipient, the types of projects that it has conducted or supported over the last five years, and any particular use to which it would intend to devote the unpaid residue if received. (Section G.3.c.ii.B.)	Funds are to be distributed to the State Controller's Office.
The motion shall be supported by a declaration from a knowledgeable person from the proposed recipient. The declaration shall: Describe the geographic area in which the recipient operates in general, and the nature and extent of the services it provides in Riverside County in particular. (Section G.3.c.ii.C.)	Funds are to be distributed to the State Controller's Office.

1 2 3 4	The declarations of the attorneys for the plaintiff and for the defendant shall describe both (A) any relationship between the proposed recipient and (1) any class representative or other party, (2) any officer, director, or manager of any party, or (3) any attorney or law firm for any party, and (B) the inquiries the attorney made to determine whether there is any such relationship. (Section G.3.c.iii.)	Funds are to be distributed to the State Controller's Office.
5 6 7 8 9	The agreement shall not provide that the unclaimed funds be deposited into the Industrial Relations Unpaid Wage Fund. (Lab. Code, § 96.6.) That fund is limited to wages or monetary benefits determined by the Labor Commissioner to be due to an employee after an investigation by the Labor Commissioner, and thus will not accept wages, penalties or interest distributed as part of the settlement of a lawsuit brought by a plaintiff other than the Labor Commissioner. (Section G.3.c.iv.)	Settlement Agreement, ¶ 19.
10 11 12 13 14	If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by: A declaration from the plaintiff's attorney, stating whether bids were sought from multiple potential administrators and, if so, the results of that competitive bidding. If the parties did not select the lowest bidder, the declaration shall explain that decision. (Section G.3.d.i.)	Burns Declaration, ¶ 15.
15 16 17	If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by a declaration from the administrator describing the administrator's experience. (Section G.3.d.ii.A.)	Declaration of Michael Moore on Behalf of Phoenix Settlement Administrators, the Proposed Settlement Administrator ("Settlement Administrator Declaration"), ¶¶ 2-7, Exh. A.
18 19 20 21	If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by a declaration from the administrator describing the fee to be charged by the administrator to perform the services described in the settlement agreement and proposed order. (Section G.3.d.ii.B.)	Settlement Administrator Declaration, ¶ 17, Exh. B.
22 23 24 25	If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by a declaration from the administrator describing whether that fee is (1) fixed, (2) hourly, or (3) hourly with a cap. (Section G.3.d.ii.C.)	Settlement Administrator Declaration, ¶ 17, Exh. B.

1 2 3 4 5 6 7	If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by a declaration from the administrator describing how the fee was calculated. (Section G.3.d.ii.D.)	Settlement Administrator Declaration, ¶ 17, Exh. B.
8 9 10 11 12 13 14 15 16 17 18	Any release to be given by the participating class members (other than the class representatives) shall be limited to the defendants named in the complaint, together with their officers, directors, employees and agents. If any other parties are sought to be released, the motion shall both (A) identify those other parties by name and (B) explain the facts that justify their inclusion. (Section G.3.e.i.)	Settlement Agreement, ¶ 6.hh. Motion for Preliminary Approval, 2:fn. 10.
19 20 21 22 23 24 25 26 27 28	Any release to be given by the participating class members (other than the class representatives) shall be limited to the claims stated in the complaint and those based solely upon the facts alleged in the complaint. (Section G.3.e.ii.)	Settlement Agreement, ¶ 6.hh.
	Any release to be given by the participating class members (other than the class representatives) shall be limited to liability that arose during the class period as defined by the settlement agreement. (Section G.3.e.iii.)	Settlement Agreement, ¶ 6.hh.
	If notice is not to be given by first class mail to addresses believed to be current, the motion shall discuss the proposed method of giving notice, the alternative methods considered, and the reasons that the proposed method is the one most likely to give actual notice to the greatest number of class members. If the identities of the class members are not known, the parties shall consider publication of notice in print, on the web, at the defendant's place of business, and through social media. (Section G.3.f.)	Notice is to be given via First Class Mail. See Settlement Agreement, ¶ 6.c.
	If the settlement requires any of the class members to submit claims: i. The motion shall explain why a claim process is reasonably necessary. If the defendant knows (A) the identity of the class members, (B) their addresses or former addresses, and (C) the facts necessary to calculate the recovery of each class member, the Court will require a strong showing of necessity for a claims process. ii. The motion shall explain the anticipated claims rate, and the basis for that prediction. (Section G.3.g.)	The Settlement does not require Class Members to submit claims.

If the settlement provides that any portion of the consideration paid or deposited by the defendant may revert to the defendant, the motion shall explain (i) the circumstances under which that reversion would occur, (ii) the maximum amount of any reversion, and (iii) why that reversion is fair. (Section G.3.h.)	The Settlement does not provide for any reversion to Defendant. Settlement Agreement., ¶ 6.v.
If the settlement includes compensation for unpaid wages, the motion shall describe how the employer's share of any applicable payroll taxes will be handled. The Court suggests that the employer's share not be paid out of the gross settlement fund. The Court is not likely to include the amount of those payments when calculating the plaintiff's counsel's percentage attorney's fee. (Section G.3.i.)	The employer's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares (ie, payroll taxes) is to be paid separately and in addition to the Maximum Settlement Amount. Motion for Preliminary Approval at 5:18-22. Settlement Agreement., ¶ 6.v.
The motion shall describe how individual settlement payments will be allocated for tax purposes among wages, interest and non-PAGA penalties and how such allocation was determined. Payments to aggrieved employees pursuant to the settlement of any PAGA claim should be addressed separately and allocated solely as penalties. The 25% portion of PAGA penalties payable to aggrieved employees should not be included as part of the net settlement amount. (Section G.3.j.)	Motion for Preliminary Approval at 6:3-17. Settlement Agreement., ¶ 13, 24.
The documents that will be read by or used by the class members — the proposed notice, objection form, exclusion form, and any claim form — shall be drafted in a manner that is likely to be readily understood by the members of the class. In particular, they shall not contain any Latin terms (such as et al. and et seq), any legal terms of art (such as nonexempt and class certification), or any unfamiliar symbols or abbreviations (such as §, LLC, and IWO). (Section G.3.k.i.)	See Notice of Class Action Settlement ("Class Notice"), attached as "EXHIBIT 1" to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement ("Proposed Order"). See Exclusion Form, attached as "EXHIBIT 2" to the Proposed Order. See Objection Form, attached as "EXHIBIT 3" to the Proposed Order.
To assist the Court in determining whether those documents comply with that directive, the motion shall be supported by a declaration of the defendant on personal knowledge concerning the likely age, education, and experience of the class members, and of their ability to read and comprehend English. (Section G.3.k.ii.)	Declaration of Doreen Nersesian in Support of Motion for Preliminary Approval of Settlement.

1 2 3 4 5	The motion shall be accompanied by a separately filed document entitled “Compliance Chart” that shall consist of two columns. One column shall separately list each requirement prescribed by each paragraph or sub-paragraph of sections H.1 and H3 through H.10 of this order. The other column shall describe — by document name and page and line numbers — where in the moving papers the corresponding requirement is satisfied. (Section G.3.l.)	See this Compliance Chart.
6 7 8 9 10 11	The motion shall be accompanied by a separate proposed order which shall include, as attachments to the order, the proposed notice (Cal. Rules of Court, rule 3.769(e)), proposed exclusion form, proposed objection form, any proposed claim form, and any other form that is proposed to accompany the notice. The Court is likely to modify these proposed forms. Therefore, the Court will not issue an order that merely incorporates by reference the forms attached to the settlement agreement. (Section G.4.a.)	See [Proposed] Order Granting Preliminary Approval, Exh. 1 (Class Notice), Exh. 2 (Exclusion Form), and Exh. 3 (Objection Form).
12 13	The settlement agreement shall not be attached to the order. (Section G.4.b.)	Settlement Agreement is attached as “EXHIBIT 1” to the Burns Declaration.
14 15 16 17 18	Counsel shall carefully review both the terms and the terminology of the order and accompanying forms (notice, objection form, exclusion form, and any claim form) to confirm that the various documents are internally consistent, consistent with each other, and consistent with the settlement agreement. (Section G.4.c.)	Parties have reviewed the papers for consistency. See [Proposed] Order Granting Preliminary Approval, Exh. A (Class Notice), Exh. B (Exclusion Form), and Exh. C (Objection Form); Settlement Agreement, Exhs. A-C.
19 20 21	The order shall state the name of any settlement administrator, and shall describe the nature of the services that the administrator will be required to perform, either directly or by reference to the settlement agreement. (Section G.4.d.)	Proposed Order, ¶ 9.

1 2 3 4 5 6 7	The order shall provide that the notice shall be accompanied by an exclusion form that the class members may use. The order shall provide that any exclusion form shall be submitted to the settlement administrator rather than filed with the court. The order shall not require the class member to send copies of the exclusion form to counsel, but may require the settlement administrator to do so. The order shall provide that the settlement administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the administrator. (Section G.4.e.)	Proposed Order, ¶¶ 11, 12, & 15, Exh. B.
8 9 10 11 12 13	The proposed order shall provide that the notice shall be accompanied by an objection form that the class members may use. The order shall provide that any objection shall be submitted to the settlement administrator rather than filed with the court. The order shall not require the class member to send copies of the objection form to counsel, but may require the settlement administrator to do so. The order shall provide that the settlement administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every objection form received by the administrator. (Section G.4.f.)	Proposed Order, ¶¶ 11, 13, & 15, Exh. C.
14 15 16 17	Neither the order, the notice, nor the objection form shall require an objecting party to do either of the following, either personally or through counsel, to appear at the hearing on the motion for final approval for that party's objection to be considered. (Section G.4.g.i.)	Proposed Order, ¶ 13. Class Notice, § V. <i>See also</i> Objection Form.
18 19 20	Neither the order, the notice, nor the objection form shall require an objecting party to do either of the following, either personally or through counsel, to file or serve, or to state in the objection, a notice of intention to appear at the hearing on the motion for final approval. (Section G.4.g.ii.)	Proposed Order, ¶ 13. Class Notice, § V. <i>See also</i> Objection Form.
21 22	The order shall require that either counsel or the administrator must give notice to any objecting party of any continuance of the hearing of the motion for final approval. (Section G.4.h.)	Proposed Order, ¶ 18.
23 24 25 26	Neither the order nor the notice shall purport to enjoin the class members from filing any actions or administrative claims or proceedings pending the final hearing on the settlement, or for any other period. (Section G.4.i.)	The Proposed Order and Notice do not purport to enjoin class members. <i>See</i> Proposed Order; Class Notice.

1 2 3	If notice is to be given by mail, and if the class members will be required to submit a claim form, the order shall provide that the notice be accompanied by a stamped envelope addressed to the claims administrator. (Section G.4.j.i.)	The Settlement does not require claims to be made by Class Members.
4 5 6	If notice is to be given by mail, and if the class members will be required to submit a claim form, the order shall provide that the claims administrator be required to send a reminder notice to every class member from whom no claim or exclusion request is received within 30 days of mailing the notice. (Section G.4.j.ii.)	The Settlement does not require claims to be made by Class Members.
7 8 9	The notice shall include an estimate of the likely recovery by the individual class member to whom the notice is sent, if known. If it is not known, the notice shall include an estimate of the likely recovery by the average class member. If the recovery by different members will vary, the notice shall also include an estimate of the range of possible recoveries. (Section G.5.a.)	Class Notice, § III.C.
10 11 12 13 14 15	To avoid discouraging any dissenting class members from objecting to the proposed settlement, the notice shall clearly indicate that the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. (Section G.5.b.)	Class Notice, § II.
16 17 18 19 20 21	The notice shall advise the class members of where they can find the settlement agreement, by describing (i) the full title and filing date either of the settlement agreement or of the declaration or other document to which the agreement was attached when filed with the Court, (ii) the address of the courthouse to which the case is assigned, and (iii) the address of the court's website at which the case file can be viewed on-line. (Section G.5.c.)	Class Notice, § VI.
22 23 24	Neither the notice nor the documents enclosed with it shall describe any settlement administrator as the "claims administrator" unless the class members are required to submit claims. (Section G.5.d.)	The settlement administrator is referred to as "Settlement Administrator." See Class Notice; Exclusion Form; Objection Form.
25 26 27 28	The notice shall include a description of any release being given by the class members. (Section G.5.e.)	Class Notice, § 16.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	The information required to be provided by the class member on any claim form shall not exceed the minimum information necessary to (a) identify the claimant, (b) process the claim, and (c) contact the claimant to clarify any uncertainties. (Section G.6.) The objection form shall (i) instruct the objecting class member that the objection must be mailed or delivered to the settlement administrator, (ii) state the name and address of the settlement administrator, and (iii) state the date by which the objection must be mailed or otherwise delivered. (Section G.7.a.) The information required to be provided by an objecting class member on the objection form shall not exceed the minimum information necessary to (i) identify the objector as a person entitled to object to the settlement, (ii) describe the nature of and basis for the objection, and (iii) contact the objector to clarify any uncertainties. (Section G.7.b.) If a claim must be submitted to participate in the settlement, the objection form shall remind the objector that, to participate in the settlement in the event that the objection is overruled, the objector must also submit a claim. (Section G.7.c.) The exclusion form shall (i) instruct the class member seeking exclusion that the exclusion form must be mailed or delivered to the settlement administrator, (ii) state the name and address of the settlement administrator, and (iii) state the date by which the exclusion form must be mailed or otherwise delivered. (Section G.8.a.) The information required to be provided by a class member on the exclusion form shall not exceed the minimum information necessary to (i) identify the person as a class member and (ii) contact the person to clarify any uncertainties. (Section G.8.b.) If the action includes a claim for statutory penalties under the Labor Code Private Attorney General Act of 2004 (“PAGA”), the motion shall explain the terms of any settlement of that claim. (Section G.9.a.)	The Settlement does not require claims to be made by Class Members. Class Notice, § IV.C. <i>See also</i> Objection Form. Class Notice, § IV.C. <i>See also</i> Objection Form. The Settlement does not require claims to be made by Class Members. Class Notice, § IV.B. <i>See also</i> Exclusion Form. Class Notice, § IV.B. <i>See also</i> Exclusion Form. Motion for Preliminary Approval at 1:18-23; 2:12-14; 2:fn. 10; 3:1-10, 15-21; 10:19-11:5.
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If the settlement provides for the payment of penalties under PAGA, the motion shall be accompanied by a declaration describing how the penalties were calculated and otherwise establishing facts sufficient to allow the Court to review and approve those penalties as required by Labor Code section 2699, subdivision (1). In particular, the declaration shall explain: (i) the nature of the alleged violations; (ii) the number of alleged individual violations, including both the length of the relevant employment period and the number of employees allegedly employed during that period; (iii) the total amount of penalties for which the defendant is potentially liable were those allegations to be proven. (Section G.9.b.)	Burns Declaration, ¶¶ 24-79.
If the agreed-upon amount of PAGA penalties is less than the statutory maximum, the declaration shall explain why greater penalties would be unjust, arbitrary and oppressive, or confiscatory. (Lab. Code, § 2699, subd. (e)(2); <i>Amaral vs. Cinmx Corp.</i> No. 2 (2008) 163 Ca1.App.4th 1157, 1213-1214.) In particular, the declaration shall explain: (i) the extent to which the alleged violations would be likely to be found true at trial, considering the weight of the evidence, the clarity of the applicable law, and the strength of any factual or legal defense likely to be asserted by the defendant; (ii) the nature and extent of the discovery or other investigation undertaken by the plaintiff to estimate the likelihood of proving those allegations at trial; (iii) the likelihood that any violations would be proven to have been knowing and intentional; (iv) the total amount of penalties for which the defendant would be likely to be found liable at trial; (v) any facts that tend to suggest that the imposition of the total amount of statutory penalties for which the defendant would be likely to be found liable at trial would be unjust, arbitrary and oppressive, or confiscatory; (vi) how the amount of the agreed-upon penalties was calculated or otherwise arrived at; (vii) whether the parties utilized the services of any neutral party to mediate this dispute; (viii) any other factors that are material to a determination that the amount of the agreed-upon penalties is fair. (Section G.9.c.)	Burns Declaration, ¶¶ 11-12, 68-76.
If the Court either denies the motion or continues the hearing on the motion, and if the plaintiff thereafter files any amended settlement agreement, order, notice or form in support of either that motion or a renewed motion, the plaintiff shall file a declaration authenticating a “red-lined” version of the amended document, showing how the earlier version was modified. (Section G.10.)	The Parties will comply with this section if preliminary approval is denied.