

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Nakeitha Kennedy, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

NAKEITHA KENNEDY, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

NORTHRIDGE COOPERATIVE
HOMES, a California nonprofit
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 22CV014162

Assigned to Hon. Jenna Whitman, Dept. 25

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF UNOPPOSED MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND DISMISSING ACTION
WITH PREJUDICE**

Date: May 22, 2025

Time: 3:00 p.m.

Dept.: 25

Reservation ID: 206886742829

Complaint Filed: July 13, 2022

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 the managing shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Nakeitha Kennedy
4 (“Plaintiff” or “Kennedy”) in this action. I have personal knowledge of the facts set forth herein
5 and if called as a witness to testify to them, I could and would do so competently.

6 **Counsel’s Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes
15 like this one. Over 95% of my litigation practice is devoted to complex employment litigation
16 similar to the instant action.

17 5. My firm regularly represents employees in complex employment matters such as
18 this one, with an emphasis in wage and hour issues. I have participated in and have been certified
19 as Court-approved class and representative counsel in hundreds of class and representative action
20 matters since my admission to the Bar. Attached hereto as **Exhibit A** is a true and correct partial
21 list of some of the cases in which I have represented employees in wage and hour matters and been
22 appointed as class and representative counsel.

23 **Background and Procedural History**

24 6. Defendant Alton Management Corporation (“Alton”) is a management firm and was
25 the managing entity of Northridge Cooperative Homes (“Northridge”) (Northridge and Alton are
26 collectively referred to as “Defendants”) where Plaintiff worked.

1 7. Defendants employed Plaintiff as a non-exempt employee from approximately June
2 2018 through July 21, 2021. The Aggrieved Employees are all individuals who currently and/or
3 formerly worked for Defendants in California as hourly and/or non-exempt employees at any time
4 from May 4, 2021, through March 31, 2025.

5 8. Plaintiff asserts claims that Defendants failed to pay all minimum and overtime
6 wages earned by Plaintiff and Aggrieved Employees, failed to provide Plaintiff and Aggrieved
7 Employees with legally compliant meal and rest periods, or compensation in lieu thereof, failed to
8 reimburse Plaintiff and Aggrieved Employees for all business expenses incurred, failed to issue
9 accurately itemized wage statements to Plaintiff and Aggrieved Employees, and failed to timely
10 pay Plaintiff and Aggrieved Employees all wages due at the separation of their employment.
11 Plaintiff asserts these claims under PAGA, on behalf of herself, individually, and on behalf of the
12 State of California and other Aggrieved Employees, seeking civil penalties for the alleged Labor
13 Code violations.

14 **Compliance with Procedural Requirements of PAGA:**

15 9. On May 4, 2022, pursuant to Labor Code section 2699.3, Plaintiff gave written
16 notice by online filing with the LWDA and by certified mail, return receipt requested, to Defendant
17 Northridge, of the specific provisions of the Labor Code alleged to have been violated, including
18 the facts and theories to support the alleged violation. Thereafter, on July 8, 2022, Plaintiff filed a
19 supplemental letter with the LWDA that added Defendant Alton as an additional employer and
20 alleged additional non-derivate wage claims. True and correct copies of the May 4, 2022 and July
21 8, 2022 notice letters to the LWDA are attached hereto as **Exhibit B**.

22 10. On July 13, 2022, and after the LWDA declined to take action within the statutorily
23 permissible time with respect to Plaintiff's May 4, 2025 letter, Plaintiff filed her representative
24 action complaint in this Court. On September 15, 2022, Plaintiff filed her First Amended
25 Representative Action Complaint which added Defendant Alton as a Defendant and alleged
26 additional claims.

27 ///

1 **Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:**

2 11. My office engaged in targeted, informal discovery of Defendants' alleged Labor
3 Code violations, which specifically evaluated the strength and value of the PAGA claims in
4 preparation for a resolution of this Action.

5 12. My office obtained and reviewed (i) relevant policy documents relating to the
6 employment of Plaintiff and Aggrieved Employees; and (ii) data relating to the number of alleged
7 violations, including the Aggrieved Employee size and pay period data.

8 13. Based on the information received, as well as through discussions with Defendants'
9 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
10 the definition of "Aggrieved Employee" for the relevant statutory period and (ii) construct a damage
11 model that calculated the maximum amount of PAGA penalties that could be levied against
12 Defendants within the PAGA Release Period based on employee pay period data produced by
13 Defendants. At all relevant times, Defendants have disputed Plaintiff's claims and contested both
14 the existence of and extent of liability as alleged by Plaintiff.

15 14. My office's experience in litigating similar "representative" wage and hour claims,
16 the degree of investigation that was conducted here, the amount of data that was obtained, and the
17 discussions guided by mediation was sufficient to determine the potential value of the PAGA claim
18 and to evaluate the strength of this claim for purposes of settlement. Defendants, however, disputed
19 Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

20 15. On January 30, 2025, the Parties participated in a mediation session with an
21 experienced and reputable wage and hour and PAGA action mediator, Brandon McKelvey, Esq.
22 During the mediation, the Parties engaged in arm's-length negotiations and reached a resolution of
23 the PAGA claims asserted in this Action by mutually accepting a mediator's proposal.

24 **Settlement Terms:**

25 16. The Parties jointly prepared and executed a Private Attorneys General Act (Labor
26 Code § 2698 et seq.) Settlement Agreement (the "Settlement" or "Settlement Agreement"). A true
27 and correct copy of the Settlement is attached hereto as **Exhibit C**.

1 17. Defendants agree to settle this matter for the payment of \$110,000 (hereinafter the
2 “PAGA Gross Settlement Amount”), payable jointly and severally by Defendants, which shall be
3 all inclusive, encompassing (i) all payments to the LWDA and Aggrieved Employees, (ii) any and
4 all costs of third-party administration of the settlement, and (iii) Plaintiff’s Counsel’s attorneys’
5 fees and costs of suit.

6 18. By a separate agreement, the Confidential Individual Settlement Agreement and
7 Release of All Claims, the Parties have resolved all of Plaintiff’s individual claims through a
8 comprehensive general release in favor of Defendants. In connection with her general release of
9 all claims, Plaintiff will be paid \$10,000. My office is not to be paid any attorney’s fees or costs
10 from the individual settlement. The separate individual settlement agreement provides an amount,
11 separate from the PAGA Gross Settlement Amount, to resolve Plaintiff’s individual claims against
12 Defendants. It is not an amount that is part of the PAGA Gross Settlement Amount to be approved.
13 A true and correct copy of the Confidential Individual Settlement Agreement and Release of All
14 Claims is attached hereto as **Exhibit D**.

15 19. The total sum available for payment of PAGA penalties shall be calculated by
16 deducting from the \$110,000 PAGA Gross Settlement Amount, the projected \$36,666.67 for the
17 payment of Plaintiff’s Counsel’s fees, \$7,307.82 for the payment of Plaintiff’s Counsel’s costs, and
18 the costs of administration not to exceed \$4,000 (but projected to be \$3,250), which yields
19 \$62,775.51, and of which seventy-five percent (75%) or \$47,081.63, shall be distributed to the
20 LWDA, and the remaining twenty-five percent (25%) or \$15,693.88, shall be distributed to the
21 Aggrieved Employees.

22 20. The Settlement Agreement has allocated the settlement administration fees up to
23 \$4,000. However, Phoenix Settlement Administrators’ (“Phoenix”) not to exceed quote is \$3,250,
24 as outlined in the concurrently filed Declaration of Jarrod Salinas. In my experience, during the
25 disbursement and data gathering processes, situations arise that may require a settlement
26 administrator to increase its fees (for example, if an escalator provision is invoked, and there are
27 additional aggrieved employees, the administrator may need to increase its fees). Accordingly,
28

1 Plaintiff is requesting the Court to approve Phoenix's costs to administer the settlement at \$4,000
2 (as originally allocated in the Settlement Agreement) in case Phoenix must increase its fees due to
3 the escalator provision being invoked

4 21. All Aggrieved Employees will receive a pro rata share of the \$15,693.88 allocated
5 to them, which shall be distributed based on the number of pay periods each Aggrieved Employee
6 worked for Defendants in California during the PAGA Release Period. Although these calculations
7 will not be made until after approval, a rough estimation of the value to the approximately 43
8 individuals falling within the definition of "Aggrieved Employee" may be gleaned from the fact
9 that an equal division would provide about \$364.97 to each Aggrieved Employee, net of payments
10 to the LWDA, the Settlement Administrator, and attorney's fees and costs. The LWDA will be
11 paid a substantial \$47,081.63.

12 22. Finally, under the terms of the Settlement Agreement, the value of checks uncashed
13 more than 180 days after issuance shall be remitted to the Unclaimed Property Fund of the
14 California State Controller's Office to be held in the name of the Aggrieved Employee. My office
15 regularly receives calls from class members or aggrieved employees years after a case has settled
16 to inquire about obtaining their settlement share because they did not cash their check in time, lost
17 their check, or never received their check. By remitting the unclaimed checks to the State
18 Controller, the Aggrieved Employees have a chance to receive their individual settlement payment
19 after the check cashing deadline.

20 23. This case addresses violations of important employee protections embodied in the
21 California Labor Code – namely, that Defendants failed to pay all minimum and overtime wages
22 earned by Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 510, 558, and 1194;
23 failed to provide Plaintiff and Aggrieved Employees with legally compliant rest periods, or
24 compensation in lieu thereof, in violation of Labor Code § 226.7; failed to provide Plaintiff and
25 Aggrieved Employees with legally compliant meal periods, or compensation in lieu thereof, in
26 violation of Labor Code §§ 226.7, 512, 558, 1174, 1174.5, and 1198; failed to reimburse Plaintiff
27 and Aggrieved Employees for necessary business expenses incurred, in violation of Labor Code §
28

1 2802; failed to issue accurately itemized wage statements to Plaintiff and Aggrieved Employees, in
2 violation of Labor Code §§ 226(a) and 226.3; and failed to timely pay Plaintiff and Aggrieved
3 Employees all wages due at the separation of their employment, in violation of Labor Code §§ 201-
4 202. As a result of Defendants' alleged violations of the Labor Code, approximately 43 employees
5 are claimed to have suffered Labor Code violations for up to 2,150 aggregate pay periods at the
6 rate of \$100 each based on PAGA's penalty provisions.

7 24. Defendants' realistic maximum theoretical exposure in this Action, without stacking
8 penalties, totals approximately \$215,000 computed by multiplying 2,150 aggregate pay periods by
9 \$100 each. There is no California authority that expressly permits the practice of counting multiple
10 violations/penalties that occur within the same pay period, known as "stacking" penalties. I am not
11 aware of any court that has actually stacked such PAGA penalties for multiple violations (meaning
12 the "market" for PAGA settlements is based on no stacking of penalties) and given the
13 circumstances of this case, it is unlikely that this Court would impose a massive penalty by stacking
14 the PAGA penalty claims against Defendants. Based thereon, the non-stacking/one penalty per pay
15 period is an appropriate evaluation for maximum potential exposure in this case.

16 25. Additionally, the Ninth Circuit has held that heightened penalties are not appropriate
17 where the Defendants were not notified by the Labor Commissioner or any court that it was subject
18 to the California Labor Code. Further, courts are often hesitant to award a heightened penalty
19 where there is no prior citation by the Labor Commissioner. Defendants were not notified by the
20 Labor Commissioner or any court that it was subject to the California Labor Code, and have not
21 been previously cited by the Labor Commissioner for Labor Code violations. Therefore, any
22 violations prior to Plaintiff's May 4, 2022 and July 8, 2022 LWDA letters are not subject to
23 heightened penalties.

24 26. Furthermore, Defendants contend they acted within the requirements of California
25 law at all times as to all Aggrieved Employees. In particular, Defendants contend that they paid all
26 employees all wages due and all expense reimbursement due. Defendants also contend that they
27 maintain compliant meal and rest break practices. Defendants further contend that not every pay
28

1 period at issue involved an alleged Labor Code violation subject to civil penalties. Moreover,
2 Defendants maintained that even if the Court did award penalties, the Court could and would
3 *substantially* reduce the penalties awarded based on the discretionary factors contained in Labor
4 Code § 2699(e)(2).

5 27. Based on these disputes, which had the potential to completely eliminate Plaintiff's
6 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
7 by a "maximum possible liability" amount of approximately \$215,000, and a net-zero recovery
8 based on the defenses asserted by Defendants. Notwithstanding the existence of such issues, the
9 Settlement achieves a significant benefit – approximately 51.2% recovery of the maximum possible
10 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
11 set forth in the Settlement Agreement.

12 **Attorneys' Fees:**

13 28. My office is submitting an attorney fee request of one-third of the PAGA Gross
14 Settlement Amount (projected to be \$36,666.67). Based on a projected final lodestar of \$52,695,
15 this yields a "negative multiplier" of approximately 0.70 under the \$36,666.67 fee request. The
16 billing rates used to compute the lodestar are reasonable in view of the evidence submitted herewith.
17 A true and correct copy of my firm's time-task chart is attached hereto as **Exhibit E**.

18 29. As detailed in the first few paragraphs of this declaration, I have practiced law in
19 California since 2007 and most of that time has been dedicated exclusively to representing
20 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
21 and class action contexts. My reasonable hourly rate is \$700; this rate has been approved by judges
22 throughout California over the past year.

23 30. Mr. Alex Katofsky, with the firm through December 2024, is a highly skilled and
24 experienced litigator with over 25 years of experience. He earned his J.D. in 1999 from the
25 University of the Pacific McGeorge School of Law. His hourly rate of \$750 reflects his extensive
26 experience and education and comports to the market rate. This rate has been approved by judges
27 throughout California over the past year.

1 31. Mr. Evan S. Gaines, with the firm through December 2023, is a 2012 graduate of
2 Michigan State University College of Law. He graduated from the University of California, Santa
3 Barbara in 2005. Evan has substantial experience litigating wage and hour cases in California. His
4 proffered hourly rate of \$625 has been approved by judges throughout California over the past year.

5 32. Ms. Amelia Booth is a paralegal who graduated from the University of Puget Sound
6 in 2018, with a Bachelor of Arts in Political Science. She is a second-year law student at St. Francis
7 School of Law. She has over five years of civil litigation experience as a paralegal, including
8 extensive work on complex civil cases. Based on her training and experience, her proffered hourly
9 rate of \$200 is reasonable.

10 33. In total, our lodestar is \$52,695.

11 34. This case was taken on a contingency basis with the real risk that my office would
12 receive no compensation whatsoever for our efforts. The potential costs which we can be required
13 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
14 described above, my firm has extensive experience in representative action litigation, particularly
15 in the employment context, and as detailed herein, the Aggrieved Employees and the State of
16 California reaped significant benefits. The success achieved by the Settlement supports my firm's
17 fee request.

18 35. This Court can undoubtedly appreciate that litigating a representative action case in
19 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
20 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in
21 the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency
22 basis with the real risk that my office would receive no compensation whatsoever for our efforts.
23 The potential costs which we can be required to advance in wage and hour actions like this one are
24 substantial.

25 36. Notwithstanding the existence of issues having the potential to eliminate recovery
26 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
27
28

1 PAGA awards routinely approved by the courts, but it also recovers monies for Aggrieved
2 Employees which they otherwise would not receive.

3 37. Representative action work also requires specialized learning and the willingness to
4 take large risks. My office has extensive experience in wage and hour representative action
5 litigation, particularly in the employment context, as detailed herein.

6 38. Furthermore, as described above, the Aggrieved Employees and the State of
7 California reaped significant benefits. The success achieved by the Settlement supports my firm's
8 fee request.

9 39. A small firm like ours can only properly litigate a limited number of cases at one
10 time. The requirements of this case were significant. Had we not reached a settlement with
11 Defendants, the demands of this case would have required a significant portion of our resources.
12 We were precluded from taking other employment cases due to the demands of litigating this case.

13 **Counsel's Costs:**

14 40. My firm's total costs are \$7,307.82 and include, among other expenses, filing fees,
15 postage, future costs, and mediation fees. A true and correct copy of an itemized list of costs
16 incurred by my firm in this action is attached hereto as **Exhibit F**. These costs were reasonably
17 incurred in litigating this matter.

18 I declare, under penalty of perjury, under the laws of the State of California, that the
19 foregoing is true and correct. Executed on April 30, 2025, at Westlake Village, California.

20
21 *Daniel Gaines*
22 _____
23 DANIEL F. GAINES
24
25
26
27
28

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985

FAX (818) 703-8984

May 4, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Northridge Cooperative Homes
1 Ardath Court
San Francisco, CA 94124

Defendant mailed certified # 70220410000299336488

Agent for Service of Process for Northridge Cooperative Homes
Alfred Reynolds
7532 Macarthur Blvd
Oakland, CA 94605

Agent mailed certified # 70190700000201199312

Re: ***Labor Code Violations of Northridge Cooperative Homes – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Nakeitha Kennedy, a former non-exempt California employee of Alton Management Corporation, property management company for Northridge Cooperative Homes ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Defendant failed to pay all minimum and overtime wages due to our client and Aggrieved Employees, in violation of §§ 510 and 1194, and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees frequently began work earlier than the scheduled start time and those hours were worked but not paid for at all. Further, the overtime hours that were worked were not paid correctly, and the timesheets do not properly reflect the overtime hours worked.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees were completely denied the ability to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof. In addition, our client and Aggrieved Employees were not paid premium wages of one hour's pay for each missed rest period. Our client was simply denied and not authorized to take her legally entitled rest periods and was never paid

premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001 and is alleged on behalf of all Aggrieved Employees.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 5-2001. Our client and Aggrieved Employees were denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration but were not paid premium wages of one hour's pay for each missed first or second meal period. Defendant also failed to maintain accurate records indicating the start and end time of each meal period, if one ever occurred. This violates Labor Code §§ 226.7, 512, 558, 1174, 1174.5, and 1198 and IWC Wage Order 5-2001.

Our client also alleges that Defendant failed to provide her and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cellular phones and the use of their personal home items while working for Defendant. Defendant did not reimburse our client and Aggrieved Employees for the expenditures necessary to work from home while working for Defendant, such as stationery materials, Internet access and usage, electricity, and so forth. Labor Code § 2802 states that an employer must indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section.

Finally, but not exclusively, our client alleges that Defendant failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees no longer employed by Defendant.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

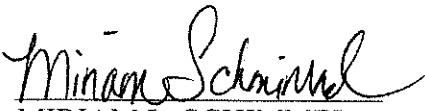
Labor & Workforce Development Agency
Alfred Reynolds
May 4, 2022
Page 3

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 
MIRIAM L. SCHIMMEL

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

4550 EAST THOUSAND OAKS BOULEVARD, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362

PHONE (818) 703-8985
FAX (818) 703-8984

July 8, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Northridge Cooperative Homes
1 Ardath Court
San Francisco, CA 94124

Defendant mailed certified # 70211970000187800072

Alton Management Corporation
7532 Macarthur Blvd
Oakland, CA 94605

Defendant mailed certified #70211970000187800089

Agent for Service of Process for Northridge Cooperative Homes
Alfred Reynolds
7532 Macarthur Blvd
Oakland, CA 94605

Agent mailed certified #70211970000187800096

Agent for Service of Process for Alton Management Corporation
Gregory Turner
7532 Macarthur Blvd
Oakland, CA 94605

Agent mailed certified #70211970000187800102

Re: ***Labor Code Violations of Northridge Cooperative Homes and Alton Management Corporation – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act
LWDA Case No. LWDA-CM-882019-22***

Dear LWDA:

This letter supplements our previous correspondence sent on May 4, 2022 and alleges claims against an additional Defendant.

This office represents Nakeitha Kennedy, a former non-exempt California employee of Northridge Cooperative Homes and/or Alton Management Corporation (collectively, "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendants in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Defendants failed to pay all minimum and overtime wages due to our client and Aggrieved Employees, in violation of §§ 510 and 1194, and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees frequently began work earlier than the scheduled start time and those hours were worked but not paid for at all. Further, the overtime hours that were worked were not paid correctly, and the timesheets do not properly reflect the overtime hours worked.

Defendants failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees were completely denied the ability to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof. In addition, our client and Aggrieved Employees were not paid premium wages of one hour's pay for each missed rest period. Our client was simply denied and not authorized to take her legally entitled rest periods and was never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001 and is alleged on behalf of all Aggrieved Employees.

Defendants failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 5-2001. Our client and Aggrieved Employees were denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration but were not paid premium wages of one hour's pay for each missed first or second meal period. Defendants also failed to maintain accurate records indicating the start and end time of each meal period, if one ever occurred. This violates Labor Code §§ 226.7, 512, 558, 1174, 1174.5, and 1198 and IWC Wage Order 5-2001.

Our client also alleges that Defendants failed to provide her and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Independent of, and in addition to the above allegations, the wage statements issued to our client and other Aggrieved Employees fail to accurately set forth the total hours worked by the employee, in violation of Labor Code §§ 226(a)(2) and 226.3. The wage statements issued to our client and other Aggrieved Employees improperly include the hours listed under "Holiday," "Vacation," and "Sick" into the total hours worked.

Defendants also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cellular phones and the use of their personal home items while working for Defendants. Defendants did not reimburse our

client and Aggrieved Employees for the expenditures necessary to work from home while working for Defendants, such as stationery materials, Internet access and usage, electricity, and so forth. Labor Code § 2802 states that an employer must indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendants' failure to do so has violated this section.

Finally, but not exclusively, our client alleges that Defendants failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees no longer employed by Defendants.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

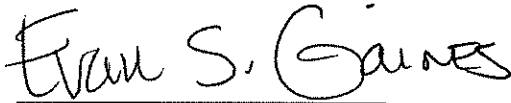
By: 
EVAN S. GAINES

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Nakeitha Kennedy, et al. v. Northridge Cooperative Homes and Alton Management Corporation, et al.
Alameda County Superior Court, Case No. 22CV014162

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendants Northridge Cooperative Homes (“Northridge”) and Alton Management Corporation (“Alton”) (Northridge and Alton are collectively referred to as “Defendants”), Plaintiff Nakeitha Kennedy (“Plaintiff”), for herself and in her capacity as a representative of the State of California on behalf of other Aggrieved Employees (defined below), and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendants, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”)

The Parties agree that all representative claims brought pursuant to the PAGA in the Superior Court of California, County of Alameda, Case No. 22CV014162 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the sum of One Hundred Ten Thousand Dollars (\$110,000.00) (hereinafter referred to as the “PAGA Gross Settlement Amount”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s attorneys’ fees and costs in connection with the Litigation and the expense of the Settlement Administrator. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all individuals who currently and/or formerly worked for Defendants in California as hourly and/or non-exempt employees at any time from May 4, 2021, through March 31, 2025 (the “PAGA Release Period”). Defendants represent that the total number of Aggrieved Employees is approximately 43 individuals who worked approximately 2,150 pay periods during the PAGA Release Period.

- (b) “Complaint” means the operative First Amended Complaint filed by Plaintiff in the Action on or about September 15, 2022, which asserts a single cause of action under the PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2699, and 2699.3.
- (c) “Court” means the Superior Court for the State of California, County of Alameda.
- (d) “Defense Counsel” or “Counsel for Defendants” is:
- Donald P. Sullivan, Esq.
JACKSON LEWIS P.C.
50 California Street 9th Floor
San Francisco, CA 94111
- (e) “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.
- (f) “Plaintiff’s Counsel” is:
- Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362
- (g) “Settlement Administrator” means Phoenix Settlement Administrators, the Parties’ chosen settlement administrator.

Article II.

Background.

Section 2.01 Background.

- (a) On May 4, 2022, Plaintiff, on behalf of herself and similarly situated aggrieved employees, submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) asserting claims against Defendant Northridge for alleged violations of the California Labor Code. Thereafter, on July 8, 2022, Plaintiff, on behalf of herself and similarly situated aggrieved employees, submitted a supplemental notice to the LWDA asserting claims against Defendants, including claims for failure to pay for all minimum and overtime wages earned in violation of Labor Code §§ 510, 558, and 1194 and Industrial Welfare Commission (“IWC”) Wage Order 5-2001; failure to provide rest periods and/or pay premium wages for missed rest periods in violation of Labor Code § 226.7 and IWC Wage Order 5-2001; failure to provide meal periods and/or pay premium wages for missed meal periods in violation of Labor Code §§ 226.7, 512, 558, 1174, 1174.5, 1194, and 1198, and IWC Wage Order 5-2001; failure to reimburse for necessary business expenses in violation of Labor Code § 2802; failure to provide accurate itemized wage statements in

violation of Labor Code §§ 226(a) and 226.3; and failure to pay all wages owed at the time of separation of employment in violation of Labor Code §§ 201 and 202.

- (b) On July 13, 2022, Plaintiff filed the original complaint in the Superior Court of the State of California, County of Alameda. Thereafter, on September 15, 2022, Plaintiff filed her First Amended Complaint entitled *Nakeitha Kennedy v. Northridge Cooperative Homes and Alton Management Corporation*, Case No. 22CV014162. The Litigation is brought by Nakeitha Kennedy, on behalf of herself, the State of California, and other aggrieved employees. Through this Settlement, the Parties have agreed to resolve Plaintiff's claims under the PAGA based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2699, and 2699.3 premised on Defendants' alleged failure to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, failure to keep accurate time and payroll records, reimburse all business expenses, and issue complete and accurate wage statements.
- (c) On January 30, 2025, the Parties engaged in mediation with Brandon McKelvey, Esq., an experienced and reputable wage and hour and PAGA action mediator. In advance of mediation, the Parties engaged in informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue, together with a review of the pertinent policies and procedures. At the conclusion of the mediation, the Parties reached an agreement for resolution by mutually accepting the mediator's proposal. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (d) The Parties agree that the investigation and evaluation discussed above, as well as informal discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (e) This Agreement contemplates the following: (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA Gross Settlement Amount; (b) dismissal of the Action with prejudice; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. These terms are material provisions of this Agreement.

Defendants deny each and every claim and contention alleged in the Action and assert that they have always maintained that they never engaged in any unlawful acts regarding any of the matters alleged in the Action.

Article III.

Scope of the Aggrieved Employees.

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01.

Section 3.02 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendants' records as having worked as an Aggrieved Employee.

Article IV.

Approval and Implementation of Settlement.

Section 4.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation, or an unopposed motion to be filed by Plaintiff's Counsel, if required, an Order from the Court approving the payment of the PAGA Gross Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Gross Settlement Amount and dismissal of the Litigation as described in this Agreement.

The Court's approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement or decline to dismiss the Action with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendants, if any, shall be promptly returned to them.

Section 4.02 Settlement Payment Procedures.

(a) Payment of PAGA Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendants, jointly and severally, shall pay the total amount of One Hundred Ten Thousand Dollars (\$110,000.00) to settle the Action. This amount, *i.e.*, the PAGA Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to

Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein. The Parties agree that there are no circumstances that would require Defendants to pay any amount greater than the PAGA Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.15 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the PAGA Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33-1/3%) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed \$12,000.00 (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Defendants will not oppose or object to Plaintiff's Counsel's application for Plaintiff's Counsel Payment. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the LWDA and Aggrieved Employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.
- (3) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Gross Settlement Amount Plaintiff's Counsel Payment and up to \$4,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of seventy-five percent (75%) of the Net Settlement Fund, which shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees unless otherwise ordered by the Court. Any reallocation of the Net Settlement Fund directed by the Court is not grounds to void this Agreement.
- (4) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the PAGA Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Release Period multiplied by the Pay Period Value.

- (5) Defendants shall deposit the PAGA Gross Settlement Amount into a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code set up by the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.
- (6) Defendants will provide the Settlement Administrator with a confidential list of the names, addresses, and Social Security Numbers of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Release Period, within ten (10) business days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (7) No later than twenty-one (21) calendar days after Defendants' deposit of the PAGA Gross Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendants' deposit of the PAGA Gross Settlement Amount, the respective shares shall be paid to Plaintiff's Counsel, the Settlement Administrator, and the LWDA to satisfy their payments herein.
- (8) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (9) 100% of the PAGA Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Forms 1099 (if required) to the Aggrieved Employees.

Article V.

Limitations On Use Of This Settlement.

Section 5.01 No Admission.

Defendants have denied and continue to deny all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief asserted

in the Action. It is understood and agreed by the Parties that this is a compromise and settlement of all disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendants or Released Parties to any other party or to any other person whomsoever. Defendants have agreed to resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendants do not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

Section 5.02 Non-Evidentiary Use.

This Agreement is made for the sole purpose of settling the PAGA claims asserted in the Action, and it may only be used as evidence of the resolution detailed herein. However, neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendants or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendants or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. Defendants specifically retain the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 5.03 Nullification.

(a) If the Court should for any reason fail to approve this Agreement, then: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net

Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and dismissing the Action with prejudice. The following terms are not material to this Agreement: Plaintiff's Counsel Payment; the amount of the Settlement Administration Fee; the allocation within the Net Settlement Fund.

Article VI.

Release and Waiver of Claims.

Section 6.01 Limited Release by Plaintiff and Aggrieved Employees.

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendants' funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendants and their former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all minimum and overtime wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) failure to keep accurate time and payroll records; (h) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (i) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California Labor Code §§ 201, 202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2698, 2699, and 2699.3 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and every of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

Section 6.02 Tax Treatment and Tax Indemnification.

Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement.

If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing

authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator.

Article VI.

Miscellaneous Provisions.

Section 7.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 7.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both: (a) signed by the Plaintiff, Plaintiff's Counsel, Defendants, and Defense Counsel who executed this Agreement, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 7.03 No Modifications and Void *Ab Initio*.

This Agreement may not be changed, altered, or modified, except as provided for in this Agreement, in writing signed by the Parties hereto, and approved by the Court. If the Court does not enter an order granting approval of the Agreement, if the Court's approval of the settlement is reversed, if the Agreement is materially modified by the Court or on appellate review, or if the Effective Date does not occur, this Agreement shall be deemed Void *Ab Initio*. Void *Ab Initio* shall mean the Parties will be returned to the status quo prior to this Agreement being reach and it will be as if the Agreement was never entered into by the Parties. If Void *Ab Initio*, the Agreement shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. A material modification shall have the same meaning as that term is used in California law regarding contracts. This Agreement may not be discharged except by performance in accordance with its terms.

Section 7.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 7.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein, except that Plaintiff and Defendants have concurrently entered into an individual general release agreement through which Plaintiff shall release any and all claims against the Released Parties, with a waiver of her rights under California Civil Code section 1542, for consideration. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 7.07 Headings and Captions.

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

Section 7.08 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendants and Defendants' Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to: (i) Aggrieved Employees, but only upon inquiry, and (ii) the Court and the LWDA, but only as necessary to obtain Court approval of the Settlement.

Section 7.09 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.10 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not

be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.11 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Gross Settlement Amount except as expressly provided herein. Defendants shall bear their own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendants' attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.12 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover her/their reasonable attorneys' fees and costs.

Section 7.13 Binding.

The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.14 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 7.15 Escalator Provision.

This settlement is based on Defendants' representation that there are no more than approximately 2,150 pay periods at issue ("Affected Pay Periods") worked by approximately 43 Aggrieved Employees during the PAGA Release Period. If the actual number of pay periods is 10% higher or more, Defendants shall at their option either: (a) increase the PAGA Gross Settlement Amount in proportion to the increase in Affected Pay Periods; or (b) cap the end date of the PAGA Release Period on the date before the 10% is exceeded.

Section 7.16 Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendants fail to timely make any payment due hereunder, they shall be in default of their obligations. Plaintiff shall thereafter give notice of default and Defendants must cure said default within five (5)

business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 04 / 26 / 2025

NORTHRIDGE COOPERATIVE HOMES

By 
INGRID WYNN
President of the Board of Directors

Dated: 04 / 25 / 2025

ALTON MANAGEMENT CORPORATION

By 
WILLIAM HUTTON
Principal, Director of Field Operations

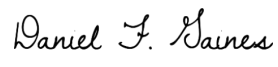
Dated: 04 / 25 / 2025

By 
NAKEITHA KENNEDY

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

GAINES & GAINES, ALPC

Dated: 04 / 25 / 2025

By: 
Daniel F. Gaines, Esq.
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: 04 / 25 / 2025

By: 
Donald P. Sullivan, Esq.
Attorneys for Defendants

EXHIBIT A

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

NAKEITHA KENNEDY, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

NORTHRIDGE COOPERATIVE HOMES,
a California nonprofit corporation, ALTON
MANAGEMENT CORPORATION, a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

Case No. 22CV014162

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
SEQ.*)**

You have been identified as an individual who currently and/or formerly worked for Defendants Northridge Cooperative Homes and Alton Management Corporation (“Defendants”) in California, as a non-exempt employee at any time between May 4, 2021, and March 31, 2025. (“Aggrieved Employee”).

On July 13, 2022, Plaintiff Nakeitha Kennedy (the “Plaintiff”) commenced a lawsuit in the Superior Court of California, County of Alameda, Case Number 22CV014162 to recover civil penalties (the “Lawsuit”). Plaintiff alleges in the lawsuit that Defendants failed to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, reimburse all business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendants deny Plaintiff’s allegations and dispute all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement that takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendants' funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendants and their former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all minimum and overtime wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) failure to keep accurate time and payroll records; (h) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (i) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California Labor Code §§ 201, 202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2802, 2698, 2699, and 2699.3 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.

EXHIBIT D

**CONFIDENTIAL INDIVIDUAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

Nakeitha Kennedy v. Northridge Cooperative Homes and Alton Management Corporation, et al.
(Alameda County Superior Court, Case Number 22CV014162)

This Confidential Individual Settlement Agreement and Release of All Claims (the “Agreement”) is made and entered into between NAKEITHA KENNEDY, an individual (“Plaintiff”), on the one hand, and Northridge Cooperative Homes, a California nonprofit corporation and Alton Management Corporation, a California corporation (collectively, the “Defendants”), on the other hand. Plaintiff and Defendants are referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendants arising out of Plaintiff’s employment with Defendants and payment of wages during employment;

WHEREAS, on May 4, 2022, and July 8, 2022, Plaintiff, through her counsel Gaines & Gaines, APLC, notified the Labor and Workforce Development Agency (“LWDA”) of her intent to file an action under California’s Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”) (the “LWDA Letter”). Plaintiff allowed the LWDA an opportunity to investigate her claims as required by the California Labor Code;

WHEREAS, on or about July 13, 2022, Plaintiff, through her counsel Gaines & Gaines, APLC, filed a representative action, pursuant to PAGA, against Defendants in the Superior Court of California, County of Alameda, Case Number 22CV014162 (the “Action”). Thereafter, on September 15, 2022, Plaintiff, through her counsel Gaines & Gaines, APLC, filed a first amended representative action complaint, pursuant to PAGA, against Defendants in the Superior Court of California, County of Alameda, Case Number 22CV014162 (the “Complaint”);

WHEREAS, during the pendency of the litigation, Plaintiff asserted individual claims against Defendants arising out of her Employment (the “Individual Claims”);

WHEREAS, Defendants deny and dispute any and all of Plaintiff’s alleged Individual Claims, as well as the allegations in the LWDA Letter and the Complaint; and

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged, or that could be alleged, arising out of or in connection with Plaintiff’s employment, including but not limited to the Individual Claims, and for any event or occurrence in any way related to the matters set forth in the LWDA Letter and the Complaint, such that a full, final and complete resolution of any claims between the Parties may be effected.

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. **No Admission of Liability.** This Agreement and compliance with it shall not be construed as an admission by Defendants of any liability whatsoever or as an admission by Defendants of any wrongdoing including any violation of Plaintiff’s rights under any common law, statute, or contract. Defendants specifically disclaim any wrongdoing and disclaim any liability to Plaintiff for any violation of

Plaintiff's rights, including any violation of common law, statute, or contract.

2. Individual Settlement Payment. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) calendar days after the date on which the Court approves the PAGA Settlement Agreement and dismisses the Complaint, with prejudice and after the date Plaintiff's right to revoke consent to this Agreement expires (the "Effective Date") as set forth in paragraphs 3 and 6 below and subject to the prior receipt by Defendants of this Agreement executed by Plaintiff and her Counsel, and executed IRS Forms W-9 from Plaintiff and from her Counsel (the "Due Date"), Defendants shall jointly and severally pay to Plaintiff the total settlement sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) (hereinafter the "Individual Settlement Payment"), payable by check to "Nakeitha Kennedy, " for which an IRS Form 1099 will be issued.

The Individual Settlement Payment as set forth in this paragraph is deemed timely delivered once it is received by Plaintiff's Counsel. A signature acknowledging receipt from Plaintiff's Counsel's office will constitute receipt by Plaintiff's Counsel. Upon delivery of the Individual Settlement Payment, Defendants will have fully met their obligations under this Agreement, and will not be liable in any manner for the distribution, division or payment of any portion of the Individual Settlement Payment to or between any legal counsel that Plaintiff may have retained and/or consulted relating to the LWDA Letter, the Action and/or the Complaint, including but not limited to Gaines & Gaines APLC. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

3. The Individual Settlement Payment Under this Agreement is Conditional Pending Court Approval of the PAGA Settlement Agreement and the Occurrence of the Effective Date. This Agreement is made conditional upon Court approval of the concurrently executed Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement ("PAGA Settlement Agreement") and the occurrence of the Effective Date therein.

All terms set forth in the PAGA Settlement Agreement are incorporated by reference herein. The Parties agree that Gaines & Gaines APLC shall be responsible for obtaining approval of the PAGA Settlement, and Defendants agree not to oppose Plaintiff's Motion or Joint Stipulation for Court Approval of the PAGA Settlement Agreement. In seeking Court Approval of the PAGA Settlement Agreement, Plaintiff shall attach a copy of the PAGA Settlement Agreement and a copy of this Individual Settlement Agreement. If the Court does not approve the PAGA Settlement Agreement, as written and agreed to by the Parties, then this Individual Settlement Agreement shall be null and void.

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement, and other efforts that may become necessary to effectuate this Agreement and the terms set forth herein.

4. LWDA Notice. Pursuant to California Labor Code section 2699(l) and as set forth in the PAGA Settlement Agreement, Plaintiff shall provide a copy of the PAGA Settlement Agreement to the LWDA concurrently with the filing of the motion or stipulation for approval of the PAGA Settlement Agreement. Plaintiff shall also file a declaration in support of her motion or stipulation for approval of the PAGA Settlement Agreement confirming that she has submitted the PAGA Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l). Plaintiff will not submit a copy of this Individual Settlement Agreement to the LWDA, unless required by the Court or the LWDA.

5. No Representations Regarding Taxability. Plaintiff understands and agrees that she is responsible for payment of any taxes that are required to be paid by her to the State of California, the United States Government, or any other state or entity as a result of this settlement and the Individual Settlement

Payment above, and her share of the PAGA Gross Settlement Payment. Plaintiff acknowledges that no representations regarding the tax consequences of the Individual Settlement Payment and/or the PAGA Gross Settlement Payment have been made by Defendants or its counsel to Plaintiff or her Counsel. Plaintiff agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from the Individual Settlement Payment and/or her portion of the PAGA Gross Settlement Payment pursuant to this Agreement and the PAGA Settlement Agreement, that Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Defendants harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith.

IRS Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

6. Acknowledgment of Rights and Waiver of Claims under the Age Discrimination in Employment Act. Plaintiff acknowledges that she is knowingly and voluntarily waiving and releasing any rights she may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which she was already entitled. Plaintiff further acknowledges that she has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) Plaintiff's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) Plaintiff should consult with an attorney prior to executing this Agreement; (c) Plaintiff has at least twenty-one (21) days to consider this Agreement (although Plaintiff may by her own choice execute this Agreement earlier); (d) Plaintiff has seven (7) days following her execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired. Plaintiff may revoke this Agreement only by giving formal written notice of her revocation by email to Donald P. Sullivan, Esq., of Jackson Lewis P.C., at Donald.Sullivan@jacksonlewis.com to be received by midnight on the seventh day following Plaintiff's execution of this Agreement.

7. Plaintiff's Release of Claims. In consideration for the Individual Settlement Payment referenced in paragraph 2 of this Agreement, and subject to Defendants' full payment of the Individual Settlement Payment and the PAGA Gross Settlement Amount, Plaintiff hereby irrevocably and unconditionally releases, acquits and forever discharges Defendants, all their respective owners, subsidiaries, parents, predecessors, successors, investors, affiliates, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and the current and former owners, servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the LWDA Letter, the Action and/or the Complaint, Plaintiff's employment with Defendants, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendants' right to hire, refusal to hire or terminate their employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which Acts prohibit discrimination

based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); (4) Section 503 of the Rehabilitation Act of 1973; (5) the Fair Labor Standards Act (including Equal Pay Act); (6) the California and the United States Constitution; (7) the California Labor Code and the Private Attorney General Act pursuant to California Labor Code section 2699, *et seq.*; (including any and all provisions authorizing Plaintiff to seek civil penalties against Defendants for wage-hour violations and/or relief under California Labor Code section 132(a)); (8) the California Business and Professions Code section 17200, *et. seq.*; (9) the Employee Retirement Income Security Act, as amended; (10) the Family and Medical Leave Act; (11) the California Family Rights Act; (12) the Americans with Disabilities Act; (13) the California Pregnancy Discrimination Act; (14) the Worker Adjustment and Retraining Notification Act; (15) the National Labor Relations Act; (16) the Immigration Reform and Control Act; (17) the California Government Code; (18) the California Wage Orders, and; (19) California's Occupational Safety and Health Act, or the Federal equivalent (20) Families First Coronavirus Relief Act, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 3 above (with all of the foregoing included in the definition of the LWDA Letter and the Complaint). This Settlement and release does not resolve any workers' compensation claims or any claims within Workers' Compensation Appeals Board Jurisdiction, except for any claims under California Labor Code section 132(a).

8. Waiver of Section 1542. Plaintiff hereby states that it is Plaintiff's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. Plaintiff hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

9. No Pending Claims. Plaintiff agrees and covenants not to file any suit, charge or complaint against Defendants and/or Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment with Defendants, payment of wages during employment, separation from employment, and/or the allegations asserted in the LWDA Letter and/or the Complaint. Plaintiff further represents that other than the LWDA Letter and the Complaint, no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment with Defendants. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendants, Plaintiff agrees to take all necessary steps to dismiss, with prejudice, and/or withdraw any claim or cause of action that may be contemplated, filed, or pending against the Defendants and/or Releasees.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

10. Acknowledgment. Plaintiff agrees and acknowledges that neither the Individual Settlement Payment nor the PAGA Gross Settlement Payment is required by Defendants' policies and procedures or otherwise and hereby agrees that as of the execution of this Agreement, Plaintiff has timely

received all wages and other compensation or remuneration of any kind due or owed from Defendants, including but not limited to all wages, penalties, commissions, bonuses, advances, vacation pay, and any other incentive-based compensation as well as all non-economic and non-compensatory damages to which Plaintiff is or may become entitled or eligible, and that Defendants shall owe Plaintiff nothing further once Plaintiff receives the Individual Settlement Payment and her portion of the PAGA Gross Settlement Payment set forth in paragraph 2 above and the PAGA Settlement Agreement.

Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this Agreement were it not for the covenants, promises, and releases set forth hereunder. Plaintiff further acknowledges and represents that Plaintiff has not filed a claim pursuant to California Labor Code section 132(a) and states, affirms, and acknowledges, that Plaintiff has no factual basis to file any charge against the Defendants under Labor Code section 132(a) for retaliatory termination.

11. Attorneys' Fees and Costs. Plaintiff and Defendants each agree that they will bear their own attorneys' fees and costs incurred in connection with the subject matter of this Agreement. By signature on this Agreement, Gaines & Gaines APLC waives any claim against Releasees that it may have to attorneys' fees and costs against Releasees, except as provided in the Agreement in Paragraph 2 above and the PAGA Settlement Agreement.

12. Non-Defamation. Plaintiff agrees and promises that she will not defame or make any private or public comments, statements or writings that are defamatory of Defendants, their parents, subsidiaries, affiliates, current or former members, officers, directors and/or employees. Plaintiff also represents and warrants that she has not made any defamatory statements regarding Defendants or Released Parties and agrees not to make any such statements in the future.

13. Confidentiality. Plaintiff represents and agrees that she has and will keep the terms, the Individual Settlement Payment and facts of this Agreement completely confidential, and that she will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that Plaintiff may disclose and submit it to the Court in connection with the approval of the PAGA Settlement, and make such disclosure to her immediate family members and professional representatives (*e.g.*, attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided in this paragraph, each individual shall first be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this Agreement. Plaintiff further agrees that if anybody asks her about her claims and the cessation thereof, Plaintiff will simply respond by stating, "the matter has been resolved and the resolution is confidential." Plaintiff and her Counsel represent and agree that they have not and will not issue any public announcement, publication, or otherwise disclose this Agreement, the terms thereof, the claims, demand, or allegations alleged by Plaintiff or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements.

14. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1541, that is, the extinguishment of obligations herein designated.

15. Newly Discovered Facts. Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those that she now knows of or believes to be true when she expressly agreed to assume the risk of the possible discovery of additional facts, and she agrees that this Agreement will be and remains effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages,

liabilities, charges, and attorneys' fees and costs specified herein.

16. No Assignment of Claims. Plaintiff expressly warrants that she has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

17. Binding Nature. This Agreement and all the terms and provisions herein shall bind the heirs, personal representatives, successors and assigns of the Parties, and inure to the benefit of each Party, its respective agents, directors, officers, employees, servants, successors and assigns.

18. Further Documents/Acts. Each and every Party to this Agreement agrees to execute any further documents and accomplish such acts as may be necessary in order to give effect to any of the intentions expressed in this Agreement.

19. Effect of Illegality. Should any part, term or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Agreement shall not be affected thereby. Said illegal, invalid or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

20. Neutral Job Reference. Prospective employers shall be directed to NiCol Payton, 510-663-0177 for employment verification purposes. Defendants acknowledge that if Defendants are requested by potential employers to provide information about Plaintiff, Defendants shall furnish only the following: (a) confirmation of employment dates, (b) position held, and (c) last rate of pay, which is their consistent practice with all employees.

21. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

22. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting Party shall not apply in any interpretation of this Agreement.

23. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance. The Parties agree that the proper venue for any lawsuit or other proceeding arising out of the terms of this Agreement or any Party's rights under this Agreement shall be the Superior Court of California, County of Alameda.

24. Counterparts. This Agreement may be executed by DocuSign, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Entire Agreement. This Agreement, in addition to the PAGA Settlement Agreement, embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement except for any agreements Plaintiff may have signed during Plaintiff's employment with Defendants regarding maintaining the confidentiality of proprietary or confidential information of Defendants or arbitration agreements. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement and the PAGA Settlement Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth

in this Agreement and the PAGA Settlement Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement and the PAGA Settlement Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

26. Compliance with Terms. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

27. Reliance on Advice of Counsel. Each Party to this Agreement acknowledges by executing this Agreement that she/it has been advised to speak independently with counsel prior to executing this Agreement and has had an adequate opportunity to consult with legal counsel prior to executing this Agreement, and that she/it has executed this Agreement with full knowledge of its meaning and effect.

28. Acknowledgment of Authority. The undersigned hereby acknowledge and warrant that they, and each of them, have the authority to bind the entity or individual on behalf of whom they are signing to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

Dated: 04 / 26 / 2025

NORTHRIDGE COOPERATIVE HOMES

By 

INGRID WYNN
President of the Board of Directors

Dated: 04 / 25 / 2025

ALTON MANAGEMENT CORPORATION

By 

WILLIAM HUTTON
Principal, Director of Field Operations

Dated: 04 / 25 / 2025

By 

NAKEITHA KENNEDY

EXHIBIT E

Kennedy v. Northridge Cooperative Homes, et al.
Attorney Time/Task

Task	Daniel F. Gaines, Esq. \$700/hr	Alex P. Katofsky, Esq. \$750/hr	Evan S. Gaines, Esq. \$625/hr	Amelia Booth \$200/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action; Review employee file	8.0	1.5	1.5	
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Client re same	2.2	0.3	1.4	
Research re additional Defendant; Draft supplemental LWDA Letter, Review, revise, mail and submit; Communications with Client re same	0.9		1.2	
Draft and file PAGA Complaint and related research; Communications with Client re same	1.2	0.5	2.3	
Draft and file First Amended PAGA Complaint and related research; Communications with Client re same; Review Defendants' Answer	1.8		1.5	
Prepare case management statement; Review Court's tentative ruling re MSC and Trial dates; Related communications with Defense and Client	1.0	0.4	0.8	0.2
Prepare mediation informal discovery letter and related communications with Defense Counsel and Client	2.6	1.2	1.9	0.5
Draft and file joint case management statement; Attend CMC; Communications with Defense re same	1.1	1.0	0.4	0.9
Review Substitution of Attorney; Communications with new Defense Counsel re mediation	0.4	1.4		
Review and revise Joint Stipulation to Continue Trial; Related communications with Defense re rescheduling mediation; Communications with Client re same	1.5	0.9		0.3
Draft, review, revise, and file Notice of Disassociation of Counsel	0.4			1.0
Review and preparation for mediation; Related legal research; Review Defendants' informal document production, Prepare mediation brief and related exhibits; Communications with Client re same	4.2			3.4
Attend mediation via Zoom with Brandon McKelvey, Esq.; Communications with Client re mediation and mediator's proposal; Communications with mediator re acceptance of mediator's proposal	9.0			1.0
Prepare, review, and file Notice of Settlement	0.3			0.6
Research, review and preparation of PAGA settlement agreement, PAGA notice, and individual settlement; Further communications and discussions with Defense Counsel and Client re same	3.6			2.5

Kennedy v. Northridge Cooperative Homes, et al.
Attorney Time/Task

Task	Daniel F. Gaines, Esq. \$700/hr	Alex P. Katofsky, Esq. \$750/hr	Evan S. Gaines, Esq. \$625/hr	Amelia Booth \$200/hr
Drafting of motion for PAGA approval and related exhibits and documents and related communications with Defense Counsel and Client	5.4			3.1
Estimated time required for related administration work and uploading of documents to LWDA; Prepare for and attend PAGA Approval hearing and related communications with Defense and Client	10.0			1.0
Total Hours:	53.6	7.2	11.0	14.5
Total Lodestar Per Attorney:	\$37,520.00	\$5,400.00	\$6,875.00	\$2,900.00
Total All Attorneys:	86.3	\$52,695.00		

EXHIBIT F

**Kennedy v. Northridge Cooperative Homes, et al.
Gaines Gaines, APLC Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees (including service of process fees)	\$ 788.04
Postage	\$ 44.78
Mediation Fees	\$ 6,250.00
Future estimated expenses -	\$ 225.00
• <i>Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$85.00</i> • <i>Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$115.00</i> • <i>Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$25.00</i>	
TOTAL EXPENSES	\$ 7,307.82