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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

KAYLYNN PARKER, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

GOLDEN STATE DERMATOLOGY, INC.,
an unknown business entity; GOLDEN
STATE DERMATOLOGY
MANAGEMENT, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: MSC21-00576

Honorable Charles S. Treat
Department 12

CLASS ACTION

**DECLARATION OF YASMIN
HOSSEINI IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: _____
Time: _____
Department: 12

Complaint Filed: March 3, 2021
FAC Filed: August 4, 2021
SAC Filed: November 18, 2021
TAC Filed: September 28, 2022
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

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

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

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

19 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
20 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
21 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
22 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
23 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
24 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
25 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
26 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
27 of the State of California and all United States District Courts in the State of California. He has
28 worked on many wage-and-hour class action and representative action cases, taking the lead in

1 taking and defending depositions, arguing motions, and attending mediations. He has played an
2 integral role in preparing matters for class certification, including and not limited to, successful
3 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
4 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
5 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
6 RG13680477). He has worked on over one hundred (100) class action or representative action
7 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
8 herein.

9 5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
13 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
14 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
15 Court. She has taken and defended dozens of depositions and successfully handled motion practice
16 in class action cases regarding discovery (including and not limited to, regarding class contact
17 information), class certification (both contested class certification and stipulated class
18 certification), arbitration agreements, coordination, intervention. She has successfully handled
19 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
20 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
21 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
22 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also
23 has extensive experience with class action and/or representative action settlements. Under her,
24 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
25 and court approval process for hundreds of class action and/or representative action matters that
26 have successfully resolved. She is a member of the California Employment Lawyers Association.

27 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
28 from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from

Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

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

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

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

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

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final

1 approval of the class action settlement. The Los Angeles County Superior Court Case Number is
2 BC430918.

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

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

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

18 g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-
19 hour class action against a multinational corporation that provides global workplace solutions,
20 involving allegations of misclassification of the “Operations Manager” position. On September
21 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County
22 Superior Court Case Number is BC478769.

23 h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-
24 hour class and PAGA representative action against a national retailer of household items, on behalf
25 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
26 the class and PAGA representative action settlement. The San Francisco County Superior Court
27 Case Number is CGC-13-532344.
28

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

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

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

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-
18 hour class action against a national retailer of apparel, accessories, and home products, involving
19 allegations of misclassification of the “Department Manager” position. On August 12, 2016, the
20 court granted the plaintiffs’ motion for class certification in part and certified a class. On August
21 6, 2019, the court granted final approval of the class action settlement. The Alameda County
22 Superior Court Case Number is RG13680477.

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

27 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-
28 hour class and PAGA representative action against a full-service bank, on behalf of non-exempt

1 employees. On November 18, 2016, the court granted final approval of the class and PAGA
2 representative action settlement. The San Francisco County Superior Court Case Number is CJC-
3 13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

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

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

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

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

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

1 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
2 00747750-CU-OE-CXC.

3 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative
4 action against a property management company, on behalf of non-exempt employees. On June 14,
5 2017, the court granted final approval of the class and PAGA representative action settlement. The
6 Los Angeles County Superior Court Case Number is BC586234.

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

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

15 w) LFJ represented the plaintiff in a PAGA representative action, against the parent
16 company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18,
17 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Number is BC569664.

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

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-
24 hour class and PAGA representative action against a bank on behalf of non-exempt employees.
25 On December 11, 2017, the court granted final approval of the class and PAGA representative
26 action settlement. The Los Angeles County Superior Court Case Number is BC569646.

27 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-
28 hour class and PAGA representative action against a property management company on behalf of

1 hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of
2 the class and PAGA representative action settlement. The Los Angeles County Superior Court
3 Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

4 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-
5 hour class and PAGA representative action against a global provider of flexible office space
6 solutions. On February 15, 2018, the court granted final approval of the class and PAGA
7 representative action settlement. The Los Angeles County Superior Court Case Number is
8 BC498401.

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

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

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

22 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-
23 hour class action against a parking company on behalf of non-exempt employees. On September
24 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The
25 Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council
26 Coordination Proceeding Number is 4886.

27 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-
28 hour class and representative action against a bank on behalf of non-exempt employees. On

1 September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
2 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
3 Judicial Council Coordination Proceeding Number is 4921.

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

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

15 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent
16 in a PAGA representative action, successfully opposed in the trial court, and briefed and argued
17 an appeal with respect to the employer's motion to compel arbitration, resulting in a notable
18 decision from the California Supreme Court clarifying the law and finding, in part, that employer
19 arbitration agreements are unenforceable where they block a PAGA claim from proceeding, ZB,
20 N.A. v. Superior Court (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
21 of the PAGA representative action settlement. The San Diego County Superior Court Case
22 Number is 34-2015-00175330.

23 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-
24 hour class and PAGA representative action against a large national drug testing laboratory on
25 behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion
26 for class certification and certified a class. On October 28, 2022, the court granted final approval
27 of the class and PAGA representative action settlement. The San Diego County Superior Court
28 Case Number is 37-2018-00019611-CU-OE-CTL.

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

7 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-
8 hour class action against manufacturer and supplier of power products and services on behalf of
9 non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class
10 certification and certified a class. On August 27, 2021, the court granted final approval of the
11 class action settlement. The San Diego County Superior Court Case Number is 37-2015-
12 00025968-CU-OE-CTL.

13 mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional
14 products manufacturer on behalf of non-exempt production line employees. On December 13,
15 2021, the court granted the plaintiff's motion for class certification in part and certified a class.
16 The Solano County Superior Court Case Number is FCS051001.

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

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

26 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

27 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
28 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by

1 and between Plaintiff, on the one hand, and Golden State Dermatology Inc. and Golden State
2 Dermatology Management, LLC (“Defendants”), on the other hand (collectively, the “Parties”).
3 The Parties and their counsel have approved the proposed Notice of Class Action Settlement
4 (“Class Notice”), which is attached to the Settlement Agreement as “**EXHIBIT A**” and
5 respectfully request that the Court approve it as well.

6 9. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
7 matter has translated into tangible monetary benefits in the following respects: (1) Class Members
8 and the State of California recover over a reasonably short period of time as opposed to waiting
9 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
10 favorably with other complex wage and hour class and/or representative action settlements of
11 similar type given the strengths and weaknesses of the case; and (3) significant savings in
12 attorneys’ fees and/or costs that would have only increased significantly had the case progressed
13 through certification, trial, and/or appeals.

14 10. Class Counsel has litigated the case for over two (2) year and was actively preparing
15 the matter for class certification and trial. The Parties have engaged in extensive settlement
16 negotiations and participated in a formal, full-day mediation conducted by Hon. Howard R.
17 Broadman (Ret.) a well-respected mediator experienced in mediating complex labor and
18 employment matters. In the course of the litigation and in connection with the mediation and
19 settlement discussions, the Parties exchanged class information and engaged in extensive
20 discussions regarding their evaluations of the case and various aspects of the case, including but
21 not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
22 class certification and/or representative adjudication, the law relating to off-the-clock theory, meal
23 and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well
24 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
25 all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
26 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and
27 their counsel felt strongly about their ability to prevail on the merits and at certification, and
28 Plaintiff and Class Counsel believed that they would be able to obtain class certification and

1 prevail at trial. After conducting investigations, formal and informal discovery, and exchange of
2 information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the
3 Parties have agreed that the matter is well-suited for settlement given the legal issues relating to
4 Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
5 litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class
6 Claims of Plaintiff and Settlement Class Members, and the Released PAGA Claims of Plaintiff,
7 PAGA Members, and the State of California, against the Released Parties.

8 11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
9 and scope of the claims, and was preparing the action for class certification and trial. Class Counsel
10 conducted significant investigation, and formal and informal discovery regarding the facts of the
11 case, including and not limited to, the exchange, review, and analysis of a large volume of
12 documents and data obtained from Defendants, Plaintiff, and other sources. Class Counsel
13 propounded multiple sets of formal written discovery requests onto Defendants (specifically,
14 Requests for Production of Documents (Set One), Special Interrogatories (Set One & Two), and
15 Form Interrogatories (Set One)) and notices of depositions of Defendants' Person Most
16 Knowledgeable designees on Defendants. The volume of data and documents that Class Counsel
17 reviewed and analyzed included and was not limited to: Plaintiff and other Class Members'
18 employment records, a thirty percent (30%) sampling of Class Members' time and pay data,
19 multiple iterations of Defendants' Employee Handbook, company policy acknowledgements
20 (Employee Acknowledgment), job descriptions, Defendants' operations and employment
21 practices, procedures, and policies, among other information and documents. Class Counsel
22 interviewed Plaintiff and other Class Members to gather facts and circumstances surrounding
23 Plaintiffs and putative class members' employment. Counsel for the Parties also met and conferred
24 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
25 production of documents and data prior to the mediation. Class Counsel also drafted pleadings and
26 the mediation brief and prepared for and attended court proceedings, mediation, and settlement
27 negotiations, among other tasks.

28 12. Counsel for the Parties have also invested time researching and investigating the

1 applicable law, which is constantly evolving as it relates to certification, representative PAGA
2 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
3 Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered.
4 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
5 reasonable.

6 13. The Settlement provides for a Maximum Settlement Amount of Six Hundred
7 Twenty-Five Thousand Dollars (\$625,000.00). The Net Settlement Amount is the Maximum
8 Settlement Amount less the following amounts subject to approval by the Court: Enhancement
9 Payment, Administration Costs, PAGA Penalties, and Attorneys' Fees and Costs. Assuming that
10 the amounts allocated under the Settlement toward these payments are awarded by the Court, the
11 Net Settlement Amount that will be available for distribution to Settlement Class Members is
12 currently estimated to be Two Hundred Sixty-Eight Thousand Seven Hundred and Fifty Dollars
13 (\$268,750.00). Additionally, 25% of the PAGA Penalties, which is \$25,000 out of \$100,000.00
14 will be distributed to PAGA Members on a *pro rata* basis (i.e., the Employee PAGA Amount).
15 The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement
16 and there is no reversion to Defendants.

17 14. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
18 "Settlement Administrator") to handle the notice and settlement administration process. The
19 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve
20 as the Settlement Administrator. Defendants will provide the Settlement Administrator with a
21 readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, last
22 known mailing address, Social Security Number, start and end dates worked for Defendants during
23 the Class Period (and, if applicable, during the PAGA Period); number of hours worked during
24 the period March 3, 2017 through December 31, 2018; number of days worked during the period
25 January 1, 2019 through April 9, 2022; number of days worked during the period April 10, 2022
26 through August 23, 2022; and number of days worked during the PAGA Period (i.e., Class List).
27 The Settlement Administrator will calculate each Class Member's *pro rata* share of the Net
28 Settlement Amount ("Individual Settlement Share") and each PAGA Member's estimated share

1 of the Employee PAGA Amount (“Individual PAGA Payment”). The Settlement Administrator’s
2 duties will include deducting and transmitting applicable state and/or federal taxes in connection
3 with the wage portion of Individual Settlement Shares; mailing the Individual Settlement Payment
4 checks to Settlement Class Members and the Individual PAGA Payment checks to PAGA
5 Members; issuing W-2 and 1099 forms; determining the timeliness, validity, and/or completion of
6 any Notices of Objection, Requests for Exclusion, and/or Workweeks Disputes; distributing and
7 responding to inquiries about the Class Notice calculate and disburse the Attorneys’ Fees and
8 Costs, Enhancement Payment, and LWDA Payment; and perform such other tasks necessary to
9 effectuate the terms of the Settlement Agreement. Administration Costs are currently estimated
10 not to exceed Twenty Thousand Dollars (\$15,000.00) and will be paid out of the Maximum
11 Settlement Amount, subject to approval of the Court.

12 15. Based on investigation and information discovered, Class Counsel believes that
13 there is sufficient evidence to support the allegations made in the Action, including the allegations
14 that Defendants, with respect to Plaintiff, Class Members, and PAGA Members, *inter alia*, failed
15 to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods
16 and to pay associated premium pay, failed to timely pay wages during employment and upon
17 termination of employment, failed to provide compliant wage statements, and failed to reimburse
18 necessary business expenses, and thereby engaged in unfair business practices and conduct giving
19 rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California
20 Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members and PAGA
21 Members were expected to perform similar job duties and were subject to the same or similar
22 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted
23 that Defendants’ recordkeeping practices with respect to Plaintiff, Class Members, and PAGA
24 Members were substantially the same during the time period at issue. As a result of said alleged
25 uniform practices, Plaintiff claims that Class Members and PAGA Members were not paid all of
26 the compensation that was owed to them by Defendants. Thus, in Class Counsel’s view, it is clear
27 that the outcome of this litigation would be determined by Defendants’ uniform operations and
28 employment practices, policies, and procedures that Plaintiff alleges applied across Defendants’

hourly-paid, non-exempt employees in California during the relevant time period.

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

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

18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount

(i.e., \$218,750.00 if the Maximum Settlement Amount remains \$625,000.00) and expenses and costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) which will be paid out of the Maximum Settlement Amount subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

19. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out of the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to her individual settlement payment, for her services on behalf of the Class and State of California.

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

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

Executed on this 5th day of December 2023, at Glendale, California.



Yasmin Hosseini

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement”
3 or “Settlement Agreement”) is made by and between Plaintiff Kaylynn Parker (“Plaintiff”), on her
4 own behalf and on behalf of all others similarly situated and aggrieved employees, and Defendants
5 Golden State Dermatology, Inc. and Golden State Dermatology Management, LLC (together,
6 “Defendants”) (collectively with Plaintiff, the “Parties” and individually referred to as “Party”), in
7 the lawsuit entitled *Kaylynn Parker v. Golden State Dermatology, Inc., et al.*, filed in the Contra
8 Costa County Superior Court, Case No. MSC21-00576 (the “Action”).

9 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
10 defined herein), and the California Labor & Workforce Development Agency (the “LWDA”) with
11 respect to the PAGA Members (as defined herein), and on Defendants, subject to the terms and
12 conditions hereof and the approval of the Court.

13 **I. DEFINITIONS**

14 **A. “Administration Costs”** means all administrative costs of settlement, subject to
15 Court approval, including costs of notice to the Class, settlement administration, and any fees and
16 costs incurred or charged by the Settlement Administrator in connection with the execution of its
17 duties under this Settlement, as set forth in Paragraph IX below.

18 **B. “Attorneys’ Fees and Costs”** means attorneys’ fees for Class Counsel’s litigation
19 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel
20 with respect to the Action, subject to Court approval, as set forth in Paragraph XIV below

21 **C. “Class Counsel” or “Plaintiff’s Counsel”** mean Arby Aiwazian, Joanna Ghosh, and
22 Yasmin Hosseini of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class
23 (as defined below).

24 **D. “Class List”** means a complete list of all Class Members that Defendants will
25 diligently and in good faith compile from their records and provide to the Settlement
26 Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet
27 and will include each Class Member’s full name, last known mailing address, Social Security
28 Number, start and end dates worked for Defendants during the Class Period (and, if applicable,

during the PAGA Period); number of hours worked during the period March 3, 2017 through December 31, 2018; number of days worked during the period January 1, 2019 through April 9, 2022; number of days worked during the period April 10, 2022 through August 23, 2022; and number of days worked during the PAGA Period.

E. “Class Members” or “Class” mean all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period, excluding the one (1) individual who has entered into an individual settlement with Defendants.

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

G. “Class Period” means the time period from March 3, 2017 through August 23, 2022.

H. “Class Settlement” means the settlement and release of Released Class Claims.

I. “Court” means the Superior Court of the State of California for the County of Contra Costa.

J. “Defendants’ Counsel” means Carla J. Hartley and Cynthia C. Cheung of Dillingham & Murphy, LLP.

K. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s

1 Final Approval Order and Judgment has been finally and conclusively dismissed with no right to
2 pursue further remedies or relief.

3 **L. “Enhancement Payment”** means the amount to be paid to Plaintiff Kaylynn Parker
4 in recognition of her efforts and work in prosecuting the Action, as set forth in Paragraph XV
5 below

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

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

10 **O. “Individual PAGA Payments”** means payment of each PAGA Members’ *pro rata*
11 share of the 25% portion of the PAGA Penalties (i.e., Employee PAGA Amount), as provided in
12 Paragraph XII.B below.

13 **P. “Individual Settlement Payment”** means the net payment of each Settlement Class
14 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
15 withholdings with respect to wages portion of the of the Individual Settlement Share, as provided
16 in Paragraph XII.A.3 below.

17 **Q. “Individual Settlement Share”** means the *pro rata* share of the Net Settlement
18 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated
19 in accordance with Paragraph XII.A.

20 **R. “Maximum Settlement Amount”** means the sum of Six Hundred Twenty-Five
21 Thousand Dollars and Zero Cents (\$625,000.00), subject to increase as set forth in Paragraph
22 VIII.B, to be paid by Defendants in full resolution of all Released Class Claims, Released PAGA
23 Claims, and the Action, which includes all Attorneys’ Fees and Litigation Costs, Enhancement
24 Payment, PAGA Penalties, Net Settlement Amount to be paid to the Settlement Class Members,
25 and Administration Costs. The employer’s share of taxes on the wages portion of Individual
26 Settlement Shares will be paid by Defendants separately and in addition to the Maximum
27 Settlement Amount.
28

1 **S. “Net Settlement Amount”** means the portion of the Maximum Settlement Amount
2 that is available for distribution to Settlement Class Members for the Class Settlement, which is the
3 Maximum Settlement Amount less the Court-approved award of Attorneys’ Fees to Class Counsel,
4 Litigation Costs to Class Counsel, Administration Costs to the Settlement Administrator,
5 Enhancement Payment to Plaintiff, and PAGA Penalties.

6 **T. “Notice of Objection”** means a Class Member’s written objection to the Class
7 Settlement, which must: (a) contain the case name and number of the Action; (b) include the
8 objector’s full name, signature, address, telephone number, and the last four digits of his or her
9 Social Security number; (c) contain a written statement of all grounds for the objection
10 accompanied by any legal support for such objection; (d) contain the full name, address, and
11 telephone number of any attorney representing the Class Member with respect to his or her
12 objection; (e) include copies of any papers, briefs, or other documents upon which the objection
13 is based; and (f) be submitted to the Settlement Administrator by mail, postmarked no later than
14 the Response Deadline.

15 **U. “PAGA Members”** means all current and former hourly-paid or non-exempt
16 employees who worked for Defendants within the State of California at any time during the PAGA
17 Period.

18 **V. “PAGA Penalties”** means the amount of One Hundred Thousand Dollars and Zero
19 Cents (\$100,000.00) from the Maximum Settlement Amount which will be allocated toward
20 penalties under the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which
21 seventy-five percent (75%) will be paid to the LWDA (i.e., the “LWDA Payment”), and twenty-
22 five percent (25%) will be distributed to the PAGA Members (i.e., the “Employee PAGA
23 Amount”).

24 **W. “PAGA Period”** means the period from June 16, 2021 through August 23, 2022.

25 **X. “PAGA Settlement”** means the settlement and release of Released PAGA Claims.

26 **Y. “Plaintiff”** as used herein means Kaylynn Parker.

27 **Z. “Preliminary Approval”** means entry of the Court order granting preliminary
28 approval of the Settlement Agreement.

1 **AA. “Released Class Claims”** means any and all claims under state, federal, or local
2 law, alleged in the Operative Complaint or that could have been alleged based on the factual
3 allegations in the Operative Complaint, arising during the Class Period, including but not limited
4 to claims under the California Labor Code (including, *inter alia*, for violations of California Labor
5 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
6 1197.1, 1198, 2800 and 2802), Industrial Welfare Commission Wage Orders, regulations, and/or
7 other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods
8 and associated premiums, failure to provide compliant rest periods and associated premiums, failure
9 to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages
10 during employment, failure to provide compliant wage statements, failure to keep requisite payroll
11 records, failure to reimburse necessary business expenses, and violation of California Business and
12 Professions Code section 17200, *et seq.* based on the aforementioned claims.

13 **BB. “Released PAGA Claims”** means any and all claims for civil penalties under the
14 Private Attorneys General Act (California Labor Code section 2698, *et seq.*), arising out of the
15 facts alleged in Plaintiff’s LWDA Letter, arising during the PAGA Period, for violations of
16 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
17 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage
18 Orders, for failure to pay overtime wages, failure to provide compliant meal period and associated
19 premiums, failure to provide compliant rest periods and associated premiums, failure to pay
20 minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during
21 employment, failure to provide compliant wage statements, failure to keep requisite payroll and
22 time records, and failure to reimburse necessary business expenses.

23 **CC. “Released Parties”** means Defendants and all of their present and former parent
24 companies, subsidiaries, and divisions, and their shareholders, directors, officers, agents,
25 employees, attorneys, insurers, successors, and assigns.

26 **DD. “Response Deadline”** means the deadline by which Class Members must submit a
27 Request for Exclusion, Notice of Objection, and/or Workweeks Disputes, which shall be the date
28 that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement

1 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the
2 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
3 The Response Deadline may also be extended by express agreement between Class Counsel and
4 Defendants' Counsel. Under no circumstances, however, will the Settlement Administrator have
5 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a
6 Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15)
7 calendar days from the original Response Deadline.

8 **EE. "Request for Exclusion"** means a Class Member's written letter indicating a
9 request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain
10 the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full
11 name, address, telephone number, and the last four digits of the Social Security Number of the
12 Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be
13 included in the Class Settlement; and (e) and be submitted to the Settlement Administrator by mail,
14 postmarked no later than the Response Deadline.

15 **FF. "Settlement Administrator"** means Phoenix Settlement Administrators, the
16 settlement administrator selected by the Parties, and which will be responsible for the
17 administration of the notice and settlement process, as well as administration of the Maximum
18 Settlement Amount, and all related matters. The Parties and each of their counsel each represent
19 that they do not have any financial interest in the Settlement Administrator or otherwise have a
20 relationship with the Settlement Administrator that could create a conflict of interest.

21 **GG. "Settlement Class Member"** means a Class Member who does not submit a timely
22 and valid Request for Exclusion from the Class Settlement.

23 **HH. "Workweeks"** means the estimated number of weeks that a Class Member worked
24 for Defendants as an hourly-paid or non-exempt employee in California during the Class Period,
25 which will be calculated by the Settlement Administrator based on information provided by
26 Defendants by way of the Class List, by dividing the number of hours worked by the Class
27 Member during the period March 3, 2017 through December 31, 2018 by eight (8) to get the
28 number of workdays and dividing the number of days worked by the Class Member during the

1 period March 3, 2017 through August 23, 2022 by five (5). “PAGA Workweeks” means the
2 estimated number of weeks that a PAGA Member worked for Defendants as an hourly-paid or non-
3 exempt employee in California during the PAGA Period, which will be calculated by the Settlement
4 Administrator based on the information provided by Defendants by way of the Class List, by
5 dividing the number of days worked by the PAGA Member during the PAGA Period by five (5).

6 **II. BACKGROUND**

7 **A.** On March 3, 2021, Plaintiff filed a wage and hour class action complaint against
8 Defendants in the Contra Costa County Superior Court, Case No. CIVMSC21-00576, alleging
9 claims that Defendants violated the following provisions of the California Labor Code and the
10 California Business and Professions Code: (1) California Labor Code sections 510 and 1198
11 (failure to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide
12 compliant meal periods and associated premiums); (3) California Labor Code section 226.7 (failure
13 to provide rest periods and associated premiums); (4) California Labor Code sections 1194, 1197,
14 and 1197.1 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure
15 to timely pay final wages); (6) California Labor Code section 204 (failure to timely pay wages
16 during employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
17 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
18 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
19 expenses); and (10) California Business & Professions Code section 17200, *et seq.* (unfair business
20 practices).

21 **B.** On August 4, 2021, Plaintiff filed a First Amended Class Action Complaint for
22 Damages, removing the claim for violation of California Labor Code section 1174(d) (failure to
23 keep requisite payroll records).

24 **C.** On November 18, 2021, Plaintiff filed a Second Amended Class Action Complaint
25 for Damages, fleshing out the facts regarding the alleged violations of the aforementioned
26 provisions of the California Labor Code.

27 **D.** On June 16, 2022, Plaintiff sent a letter to the Labor and Workforce Development
28 Agency and Defendants, pursuant to California Labor Code section 2699.3, providing notice of her

1 intent to seek civil penalties under the Private Attorneys General Act, California Labor Code
2 section 2698, *et seq.* (“PAGA”), for Defendants’ alleged violations of California Labor Code
3 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
4 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders (“LWDA Letter”).

5 E. On September 28, 2022, Plaintiff filed a Third Amended Class Action Complaint
6 for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §
7 2698, Et Seq., adding a PAGA cause of action (“Operative Complaint”).

8 F. Defendants deny all material allegations set forth in the Action, defined below, and
9 have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further
10 litigation, Defendants desire to fully and finally settle the Action and Released Class Claims and
11 Released PAGA Claims (as defined herein).

12 G. Class Counsel diligently investigated the allegations asserted in the Action and
13 evaluated the claims against Defendants, including any and all applicable defenses and the
14 applicable law. The investigation included, *inter alia*, the exchange of information, data, and
15 documents, and review of numerous corporate policies and practices.

16 E. On May 18, 2022, the Partis participated in an all-day mediation with Hon. Howard
17 R. Broadman (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions.
18 Plaintiff and Class Counsel engaged in good faith, arms-length negotiations with Defendants
19 concerning possible settlement of the claims asserted in the Action. These good faith, arms-length
20 negotiations resulted in settlement of the Action and are memorialized in this Settlement Agreement
21 after extensive negotiations about the terms and conditions of the Settlement. Class Counsel has
22 conducted an investigation of the law and facts relating to the claims asserted in the Action and has
23 concluded, taking into account the sharply contested issues involved, the defenses asserted by
24 Defendants, the expense and time necessary to pursue the Action through trial and any appeals, the
25 risks and costs of further prosecution of the Action, the risk of an adverse outcome, the uncertainties
26 of complex litigation, and the substantial benefits to be received by Plaintiff, Class Members, State
27 of California, and PAGA Members, pursuant to this Agreement, that a settlement with Defendants
28 on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests

1 of the Class, State of California, and PAGA Members. Plaintiff, on her own behalf, on behalf of
2 the Class, and as a private attorney general on behalf of the State of California with respect to
3 PAGA Members, has agreed to settle the Action with Defendants on the terms set forth herein.

4 **G.** Defendants have concluded that, because of the substantial expense of defending
5 against the Action, the length of time necessary to resolve the issues presented herein, the
6 inconvenience involved, and the concomitant disruption to their business operations, it is in
7 Defendants' best interest to accept the terms of this Agreement. Defendants deny each of the
8 allegations and claims asserted against them in the Action. However, Defendants nevertheless
9 desire to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of
10 continuing litigation and for the purpose of putting to rest the controversies engendered by the
11 Action.

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

17 **III. JURISDICTION**

18 The Court has jurisdiction over the Parties and the subject matter of this Action. The Action
19 includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the
20 Court to grant relief pursuant to the applicable statutes. After entry of judgment pursuant to the
21 Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California
22 Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of
23 addressing: (a) the interpretation and enforcement of the terms of the settlement, (b) settlement
24 administration matters, and (c) such post-judgment matters as may be appropriate under court
25 rules or as set forth in this Settlement Agreement.

26 **IV. STIPULATION OF CLASS CERTIFICATION**

27 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.

28 **B.** The Parties agree that certification for the purpose of settlement is not an

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

V. MOTION FOR PRELIMINARY APPROVAL

A. Plaintiff will bring a motion before the Court for an order preliminarily approving the Settlement including the Class Notice, which is attached hereto as "**Exhibit A,**" and including certification of the Class for settlement purposes only.

B. Class Counsel will prepare the motion seeking Preliminary Approval of the Settlement and will provide Defendants' counsel the opportunity to review it and provide input before it is filed. Defendants agree that they will not oppose Plaintiff's Motion for Preliminary Approval, nor shall they seek to delay the hearing on this motion for more than thirty (30) days from the date obtained by Plaintiff. This is a material term of the Settlement and any delay or opposition by Defendants will be grounds for Plaintiff to withdraw from the Settlement.

VI. STATEMENT OF NO ADMISSION

A. Defendants deny liability for any claim or cause of action asserted in the LWDA Letter, the Operative Complaint, and/or in the Action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the LWDA Letter, the Operative Complaint, and/or in the Action.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be offered in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,

1 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
2 Parties themselves agree not to introduce, use, or offer this Agreement, directly or indirectly, in this
3 case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as
4 purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
5 rule or executive order, or any obligation or duty at law or in equity, or for any other purpose.
6 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the
7 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
8 or any orders or judgments of the Court entered in connection with implementation of this
9 Agreement and/or the Settlement.

10 C. None of the documents produced or created by Plaintiff or the Class in connection
11 with settlement procedures constitute, and they are not intended to constitute, an admission by
12 either Plaintiff or Defendants regarding whether or not any violation of any federal, state, or local
13 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
14 equity has occurred.

15 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

16 **A. Released Class Claims of Settlement Class Members.**

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

22 **B. Released PAGA Claims of the State of California and PAGA Members.**

23 Upon the Effective Date and the full funding of the Maximum Settlement Amount, Plaintiff,
24 the State of California, and all PAGA Members will be deemed to have fully, finally, and forever
25 released, settled, compromised, relinquished, and discharged the Released Parties of all Released
26 PAGA Claims.

27 **C. General Release by Plaintiff Only.**

28 1. In addition to the releases made in Paragraph VII.A-B, upon the Effective Date and

1 full funding of the Maximum Settlement Amount, Plaintiff will be deemed to have fully released
2 and discharged the Released Parties of and from all claims arising from her employment with
3 Defendants, separation of employment from Defendants, and any acts that have or could have been
4 asserted in any legal action or proceeding against Defendants, whether known or unknown, arising
5 under any federal, state, or local law, or statute, including, *inter alia*, those arising under the
6 California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the
7 Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations
8 Act, California Corporations Code, California Business and Professions Code, Orders of the
9 California Industrial Welfare Commission, California Fair Employment and Housing Act,
10 California Constitution (all as amended), and law of contract and tort, as well as for discrimination,
11 harassment, retaliation, wrongful termination, lost wages, benefits, other employment
12 compensation, emotional distress, medical expenses, other economic and non-economic damages,
13 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With
14 respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and
15 waives any and all rights and benefits available under California Civil Code Section 1542, which
16 provides:

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

23 Plaintiff understands and agrees that claims or facts in addition to or different from those
24 which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's
25 intention to, upon the Effective Date and full funding of the Maximum Settlement Amount, settle
26 fully and release all claims she now has against the Released Parties, whether known or unknown,
27 suspected or unsuspected. The Enhancement Payment will be paid to Plaintiff specifically in
28 exchange for the general release of the Released Parties from all claims, including those specified
in this paragraph and a covenant not to sue the Released Parties. Notwithstanding the above, the

1 general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims
2 for unemployment benefits, or other claims that may not be released by law.

3 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

4 **A. Consideration for This Agreement.**

5 As consideration for this Agreement, Defendants will make a payment that totals the
6 Maximum Settlement Amount of \$625,000.00, subject to increase as set forth in Paragraph VIII.B
7 herein. The payment of the Maximum Settlement Amount represents full and complete settlement
8 of this matter. The Maximum Settlement Amount includes all Attorneys' Fees and Costs to Class
9 Counsel, Administration Costs to Settlement Administrator, Enhancement Payment to Plaintiff,
10 and PAGA Penalties. The balance of the Maximum Settlement Amount, after deduction of
11 Attorneys' Fees and Costs, Administration Costs, PAGA Penalties, and the Enhancement Payment,
12 will be the Net Settlement Amount. Defendants' employer payroll taxes and contributions in
13 connection with the wages portion of the Settlement ("Employer Taxes") shall be paid separately
14 and in addition to the Maximum Settlement Amount.

15 **B. Potential Increase to the Settlement Amount.**

16 Defendants represented that there were an estimated 122,605 workdays equivalent to
17 approximately 24,521 workweeks, for the period from March 3, 2017 through April 9, 2022 based
18 on the methodology described in Paragraph I.HH above. If the number of workdays during this
19 period based on the methodology described in Paragraph I.HH is actually more than 10% higher
20 than 122,605 workdays ("Workdays Threshold"), the Maximum Settlement Amount will increase
21 on a *pro rata* basis to the extent the Workdays Threshold is exceeded. For example, if the workdays
22 for the referenced time period exceed the Workdays Threshold by 1%, then the Maximum
23 Settlement Amount will be increased by 1%.

24 **IX. SETTLEMENT ADMINISTRATOR**

25 Plaintiff and Defendants, through their respective counsel, have selected Phoenix
26 Settlement Administrators as a Settlement Administrator to administer the Settlement, which
27 includes but is not limited to, distributing and responding to inquiries about the Class Notice,
28 determining the timeliness, validity, and/or completion of any objections, Requests for Exclusion,

1 and/or Workweeks Disputes, and calculating all amounts to be paid from the Net Settlement
2 Amount. Charges and expenses of the Settlement Administrator, estimated to be no more than
3 \$15,000.00, will be paid from the Maximum Settlement Amount, subject to Court approval. To
4 the extent actual Administration Costs are greater than the estimated amount stated herein, such
5 excess amount will be paid from the Maximum Settlement Amount, subject to approval by the
6 Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are
7 not in fact required to fulfill payment to the Settlement Administrator to undertake the required
8 settlement administration duties will be part of the Net Settlement Amount for the benefit of
9 Settlement Class Members.

10 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

11 **A. Notice to the Class.**

12 Plaintiff and Defendants, through their respective attorneys, have jointly prepared the Class
13 Notice, which in substance will be provided to the Class Members as follows:

14 **1.** As soon as practicable following Preliminary Approval of the Settlement,
15 but no later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendants
16 will provide to the Settlement Administrator the Class List. Defendants further agree to consult
17 with the Settlement Administrator prior to the production date to ensure that the format will be
18 acceptable to the Settlement Administrator. Plaintiff's Counsel shall also receive a redacted Class
19 List that shall only disclose an identification number attributed to each Class Member and PAGA
20 Member and their associated Workweeks during the Class Period, PAGA Period, and during the
21 period from March 3, 2017 through April 9, 2022.

22 **2.** The Settlement Administrator shall run all the addresses provided through
23 the United States Postal Service's National Change of Address ("NCOA") database (which
24 provides updated addresses for any individual who has moved in the previous four years who has
25 notified the U.S. Postal Service of a forwarding address) to obtain current address information, and
26 shall mail the Class Notice to the Class Members via first-class U.S. Mail using the most current
27 mailing address information available, within ten (10) calendar days of the receipt of the Class List
28 from Defendants.

1 3. The Class Notice will include information regarding the nature of the Action;
2 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
3 preliminarily approved the Settlement; the nature and scope of the claims being released; the
4 procedure and time period for objecting to the Class Settlement, the date and location of the Final
5 Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the
6 number of Workweeks credited to each Class Member and the procedure for disputing the number
7 of Workweeks credited; and the estimated Individual Settlement Payment for the Class Member
8 and/or Individual PAGA Payment for the PAGA Member (if applicable).

9 4. If a Class Notice is returned as undeliverable before the Response Deadline,
10 the Settlement Administrator will perform a skip trace in an attempt to locate a more current address
11 within three (3) business days of receipt of the returned mail. If the Settlement Administrator is
12 successful in locating an updated address, it will re-mail the Class Notice to the Class Member as
13 soon as possible. Further, any Class Notices returned with a forwarding address to the Settlement
14 Administrator before the Response Deadline, shall be re-mailed to the forwarding address affixed
15 thereto.

16 5. Class Members will be given forty-five (45) calendar days after the Class
17 Notice is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for
18 Exclusion, and/or Notices of Objection (“Response Deadline”). With respect to any Class Notice
19 that is re-mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed
20 will be extended an additional fifteen (15) calendar days from the original Response Deadline.

21 6. Prior to the Final Approval Hearing, the Settlement Administrator shall
22 provide counsel for Defendants and Class Counsel with a declaration attesting to the completion of
23 the settlement notice administration process, that includes the number of attempts to obtain valid
24 mailing addresses for and re-sending of any returned Class Notices, includes the number of
25 Workweeks Disputes, Requests for Exclusion, and Notices of Objection received, attaches copies
26 of the Notices of Objection received, and lists the names of individuals who submitted a timely and
27 valid Requests for Exclusion.

28 ///

1 **B. Objections to the Class Settlement.**

2 1. Class Members who do not submit a Request for Exclusion (i.e., Settlement Class
3 Members) may object to the Class Settlement. To object to the Class Settlement, a Settlement Class
4 Member may send a written objection (i.e., a Notice of Objection) to the Settlement Administrator
5 or appear at the Final Approval Hearing to present their objection orally with or without submitting
6 a written objection to the Class Settlement.

7 2. The Settlement Class Member may appear personally or through an attorney, at his
8 or her own expense, at the Final Approval Hearing to present his or her objection directly to the
9 Court. However, any attorney who will represent an objector must file a notice of appearance with
10 the Court and serve Class Counsel and Defendants' counsel no later than the Response Deadline.

11 3. If a Class Member objects to the Class Settlement, the Class Member will remain a
12 Settlement Class Member and if the Court approves this Agreement, the Settlement Class Member
13 will be bound by the terms of the Class Settlement in the same way and to the same extent as a
14 Settlement Class Member who does not object to the Class Settlement.

15 4. The date of mailing of the Class Notice to the objecting Settlement Class Member
16 shall be conclusively determined according to the records of the Settlement Administrator. The
17 Court retains final authority with respect to the consideration and admissibility of any objections to
18 the Class Settlement from Settlement Class Members. The Class Notice shall contain instructions
19 on how to object to the Class Settlement.

20 **C. Opportunity to Be Excluded from the Class Settlement and Defendants' Opt-Out**
21 **Threshold.**

22 1. In order for any Class Member to validly exclude himself or herself from the
23 Class Settlement (i.e., to validly opt out of the Class Settlement), he or she must submit a timely
24 and valid Request for Exclusion. The Class Notice shall contain instructions on how to opt out of
25 the Class Settlement.

26 2. The date of the initial mailing of the Class Notice, and the date the signed
27 Request for Exclusion was postmarked, shall be conclusively determined according to the records
28 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for

1 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
2 Settlement, and will not have any right to object, appeal, or comment thereon.

3 3. Any Class Member who does not submit a timely and valid Request for
4 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
5 accordance with this Settlement. All PAGA Members shall be bound to the PAGA Settlement
6 regardless of their decision to participate in the Class Settlement.

7 4. In the event that more than ten percent (10%) of the Class Members exercise
8 their right to exclude themselves and opt out of the Class Settlement, Defendants retain the
9 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return
10 all Parties back to their same position before the Settlement was reached and the Settlement
11 Agreement was entered into. In the event that Defendants exercise such rights under this Section,
12 Plaintiff and Defendants shall resume litigation of the Action. Defendants must exercise this right
13 of rescission in writing that is provided to Class Counsel within twenty-one (21) calendar days of
14 the Response Deadline. In the event of Defendants' withdrawal, no Party may use the fact that the
15 Parties agreed to the Settlement for any reason, and Defendants shall pay all Administration Costs
16 incurred through the date of its termination of the Settlement.

17 **D. Cooperation.**

18 The Parties and their respective counsel agree not to encourage members of the Class to opt
19 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
20 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
21 of the Settlement and the Class Member's options with respect to the Settlement.

22 **XI. WORKWEEKS DISPUTE PROCEDURE**

23 A. If a Class Member and/or PAGA Member disputes the number of Workweeks
24 credited to him or her for the Class Period and/or PAGA Period, which will be set forth in the Class
25 Notice, he or she must submit a written dispute ("Workweeks Dispute") that: (a) contains the case
26 name and number of the Action; (b) contains the Class Member's full name, address, telephone
27 number, signature, and last four digits of his or her Social Security number; (c) contains a statement
28 setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she

1 contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted
2 to the Settlement Administrator by mail, postmarked no later than the Response Deadline. If a Class
3 Member and/or PAGA Member does not dispute his or her number of Workweeks, the number of
4 Workweeks set forth in the Class Notice will govern the Individual Settlement Payment to the Class
5 Member and/or the Individual PAGA Payment to the PAGA Member, and such individual need
6 not take further action to participate in the Settlement.

7 **B.** Upon timely receipt of any such dispute, the Settlement Administrator, in
8 consultation with Class Counsel and counsel for Defendants, will review the pertinent records
9 regarding the number of Workweeks worked during the Class Period and/or PAGA Period, which
10 records Defendants agree to make available to the Settlement Administrator and Class Counsel.

11 **C.** After consulting with Class Counsel and counsel for Defendants, the Settlement
12 Administrator shall compute the number of Workweeks, based on the methodology described in
13 Paragraph I.HH, to be used in computing the Class Member's *pro rata* share of the Net Settlement
14 Amount and the PAGA Members' *pro rata* share of the Employee PAGA Amount (if applicable).
15 In the event that there is a disparity between the number of Workweeks a Class Member claims he
16 or she worked during the Class Period and/or number of Workweeks a PAGA Member claims he
17 or she worked during PAGA Period and the number of Workweeks calculated based on the
18 methodology described in Paragraph I.HH, that methodology will control unless inconsistent with
19 records provided by the Class Member and/or PAGA Member (or bona fide copies thereof), in
20 which case the records provided by the Class Member and/or PAGA Member will control. The
21 Settlement Administrator's decision as to the number of Workweeks to be credited to a Class
22 Member and/or PAGA Member shall be final and non-appealable. The Settlement Administrator
23 shall send written notice of the decision on any such dispute to the Class Member and/or PAGA
24 Member, to Class Counsel, and counsel for Defendants within ten (10) calendar days of receipt of
25 the Workweeks Dispute. Any decision by the Settlement Administrator to increase the number of
26 Workweeks to be credited to a Class Member and/or PAGA Member shall not result in an increase
27 in the Settlement Amount under Paragraph VIII.B above, unless there is an increase in the number
28 of workdays that meets the conditions of Paragraph VIII.B.

XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Formula for Calculating Individual Settlement Payments.

Settlement Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion) will receive a lump sum payment as good and valuable consideration for the settlement and release of Released Class Claims set forth in Paragraph VII.A, above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement. Each Settlement Class Member's Individual Settlement Share will be determined as follows:

1. The Settlement Administrator will calculate the estimated number of Workweeks of each Settlement Class Member during the Class Period based on the methodology described in Paragraph I.HH above, and add this information to the Class List.

2. The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members ("Estimated Workweek Value").

3. Each Settlement Class Member's individual Workweeks will be multiplied by the Estimated Workweek Value to arrive at his or her Individual Settlement Share. Individual Settlement Shares for each Settlement Class Member will be reduced by any required legal deductions for the employee's share of taxes and withholdings on the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (i.e., the Individual Settlement Payment).

B. Formula for Calculating Individual PAGA Payments.

PAGA Members will receive a lump sum payment as good and valuable consideration for the settlement and release of Released PAGA Claims set forth in Paragraph VII.B, above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement. Each PAGA Member's Individual PAGA Payment will be determined as follows:

1. The Settlement Administrator will calculate the number of PAGA Workweeks of each PAGA Member by dividing the number of days worked by the PAGA Member during the PAGA Period by five (5), as set forth in Paragraph I.HH.

1 2. The value of each PAGA Workweek shall be determined by the Settlement
2 Administrator by dividing the Employee PAGA Amount by the total number of estimated PAGA
3 Workweeks of all PAGA Members (“PAGA Workweek Value”).

4 3. Each PAGA Member’s individual PAGA Workweeks will be multiplied by
5 the PAGA Workweek Value to arrive at his or her Individual PAGA Payment.

6 **C. Funding of Settlement.**

7 Within twenty-one (21) calendar days following the Effective Date, Defendants will deposit
8 the Maximum Settlement Amount into a qualified settlement account established by the Settlement
9 Administrator for administration of the Settlement. At no time prior to the Effective Date shall
10 Defendants be required to escrow any portion of the Maximum Settlement Amount.

11 **D. Time for Distribution.**

12 1. The Settlement Administrator shall distribute the Court-approved Attorney’s
13 Fees and Costs to Class Counsel, Court-approved Enhancement Payment to Plaintiff, Court-
14 approved Administration Costs to the Settlement Administrator, LWDA Payment to the LWDA,
15 Individual Settlement Payments to Settlement Class Members, and the Individual PAGA Payments
16 to PAGA Members within ten (10) calendar days following the full funding of the Maximum
17 Settlement Amount.

18 2. If an Individual Settlement Payment and/or Individual PAGA Payment
19 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
20 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
21 mailing address by performing a skip trace search and, if another address is identified, shall mail
22 the check to the newly identified address. The Settlement Administrator may, at its discretion,
23 distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single
24 check that combines both payments (if applicable).

25 3. Any checks issued by the Settlement Administrator to Settlement Class
26 Members and PAGA Members will be valid and negotiable for one hundred and eighty (180)
27 calendar days after issuance, and thereafter, the checks will be canceled. The funds remaining and
28 associated with canceled Individual Settlement Payment and/or Individual PAGA Payment checks

1 will be paid to Legal Aid at Work, after the Court enters an order approving the Parties' stipulation
2 to amend the judgment, which Parties shall prepare and file in accordance with California Code of
3 Civil Procedure section 384.5, *et seq.* The Parties and each of their counsel each represent that they
4 do not have any financial interest in Legal Aid at Work or otherwise have a relationship with Legal
5 Aid at Work that could create a conflict of interest.

6 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

7 The amounts paid under this Agreement do not represent a modification of any previously
8 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
9 Defendants. Such amounts will not form the basis for additional contributions to, benefits under,
10 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
11 Defendants' policies or bonus programs. Any payments made under the terms of this Settlement
12 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
13 or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus
14 program. Defendants retain the right to modify the language of their benefit plan, policies, and
15 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
16 Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring
17 term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting,
18 benefit accrual, or any other purpose, and that additional contributions or benefits are not required
19 by this Settlement.

20 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND COSTS**

21 Defendants shall not oppose an application by Class Counsel for an amount up to thirty-
22 five percent (35%) of the Maximum Settlement Amount (i.e., \$218,750.00, if the Maximum
23 Settlement Amount remains \$625,000.00) for all past and future attorneys' fees necessary to
24 prosecute and settle the Action ("Attorneys' Fees"). Additionally, Defendants shall not oppose an
25 application by Class Counsel for an amount up to \$15,000.00 for all past and future litigation costs
26 and expenses necessary to prosecute and settle the Action ("Litigation Costs") (together with
27 Attorneys' Fees, "Attorneys' Fees and Costs"). Any Attorneys' Fees or Litigation Costs awarded
28 to Class Counsel by the Court as part of the Settlement shall be deducted from the Maximum

1 Settlement Amount for the purpose of determining the Net Settlement Amount. The “future” aspect
2 of these amounts includes, without limitation, all time and expenses expended by Class Counsel in
3 implementing the Settlement and securing Preliminary Approval and Final Approval (including
4 any appeals therein). There will be no additional consideration paid by Defendants for such work;
5 although such work may cause Class Counsel’s lodestar to increase, Class Counsel will be limited
6 to the Attorneys’ Fees and Costs provided for under the Settlement. The Attorneys’ Fees and Costs
7 shall include all attorneys’ fees, litigation costs, and expenses for which Plaintiff and Class Counsel
8 could claim under any legal theory whatsoever with respect to the Action. Within ten (10) calendar
9 days following the full funding of the Maximum Settlement Amount, the Settlement Administrator
10 shall disburse payment to Class Counsel from the Maximum Settlement Amount for the Court-
11 approved Attorneys’ Fees and Costs. With respect to the Attorneys’ Fees and Costs to Class
12 Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries
13 and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for
14 the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately
15 by Class Counsel and shall not be included within the Administration Costs. Should the Court
16 approve the Attorneys’ Fees and Costs in an amount that is less than that set forth above, the
17 difference between the lesser amount approved by the Court and the amount allocated toward the
18 Attorneys’ Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement
19 Class Members.

20 **XV. ENHANCEMENT PAYMENT TO PLAINTIFF**

21 Defendants shall not oppose an application by Plaintiff, and Plaintiff shall not seek or
22 receive an amount in excess of, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)
23 for her efforts and work in prosecuting the Action (i.e., Enhancement Payment). Any
24 Enhancement Payment awarded to Plaintiff by the Court as part of the Settlement shall be deducted
25 from the Maximum Settlement Amount for the purpose of determining the Net Settlement Amount
26 and shall be reported on IRS Form 1099, and Plaintiff shall be solely and legally responsible for
27 correctly characterizing this compensation for tax purposes and for paying any taxes on the
28 amounts received. Should the Court approve the Enhancement Payments to Plaintiff in an amount

1 that is less than that set forth above, the difference between the lesser amount approved by the
2 Court and the amount allocated toward the Enhancement Payments will be part of the Net
3 Settlement Amount for the benefit of Settlement Class Members.

4 **XVI. TAXATION AND ALLOCATION**

5 **A.** The Parties agree that all employees' share of employment taxes and other legally
6 required withholdings applicable to the wages portion of Individual Settlement Shares will be
7 withheld from payments to the Settlement Class Members and Plaintiff based on the Parties'
8 stipulated allocation of the Individual Settlement Shares as provided for in this Section.

9 **B.** In Defendants' sole discretion, and to which Plaintiff and Class Counsel do not
10 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
11 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
12 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
13 withholding codes or regulations.

14 **C.** For withholding tax characterization purposes and payment of taxes, the Individual
15 Settlement Shares shall be deemed twenty percent (20%) wages and eighty percent (80%) penalties,
16 interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form
17 W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by
18 the Settlement Administrator. The Settlement Administrator will withhold the employee's share
19 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares,
20 and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e.,
21 payment of their Individual Settlement Share net of these taxes and withholdings).

22 **D.** For withholding tax characterization purposes and payment of taxes, the Individual
23 PAGA Payments to PAGA Members shall be deemed one hundred percent (100%) penalties and
24 will be reported on an IRS Form-1099, if necessary. The Settlement Administrator will not
25 undertake any deductions for taxes or withholdings with respect to the Individual PAGA Payments

26 **E.** The employer's share of payroll taxes and contributions on the wages portion of
27 Individual Settlement Payments (i.e., the Employer Taxes) will be paid by Defendants in addition
28 to and not as a deduction from the Maximum Settlement Amount.

1 **XVII. PAGA ALLOCATION**

2 In order to implement the terms of this Settlement and to settle claims alleged under the
3 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
4 allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Maximum
5 Settlement Amount as penalties authorized by PAGA (i.e., PAGA Penalties). Seventy-five percent
6 (75%), which is \$75,000.00, of the PAGA Penalties will be distributed to the Labor and Workforce
7 Development Agency (i.e., LWDA Payment) and twenty-five percent (25%), which is \$25,000, of
8 the PAGA Penalties will be distributed on a *pro rata* basis to the PAGA Members (i.e., Individual
9 PAGA Payment). PAGA Members shall be bound to the PAGA Settlement and will be issued their
10 Individual PAGA Payments irrespective of whether they exercise their option to opt out of the Class
11 Settlement.

12 **XVIII. COURT APPROVAL**

13 **A.** This Agreement and the Settlement is contingent upon Final Approval by the Court
14 and entry of judgment. Plaintiff and Defendants agree to take all steps as may be reasonably
15 necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent
16 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
17 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
18 respects. Plaintiff and Defendants expressly agree that they will not file any objection to the terms
19 of the Settlement or assist or encourage any person or entity to make or submit any such objection.

20 **B.** In the event it becomes impossible to secure approval of the Settlement, the Parties
21 shall be restored to their respective positions in the Action, as of the date on which the Settlement
22 was reached, except as otherwise provided in Paragraph XIX, below.

23 **XIX. MISCELLANEOUS PROVISIONS**

24 **A. Interim Stay of Action.**

25 Plaintiff and Defendants agree to the stay of all proceedings in the Action (including with
26 respect to California Code of Civil Procedure section 583.310), except such proceedings necessary
27 to implement and complete the Settlement, pending the Final Approval Hearing to be conducted
28 by the Court.

1 **B. Interpretation of the Agreement.**

2 This Agreement constitutes the entire agreement between Plaintiff and Defendants. Except
3 as expressly provided herein, this Agreement has not been executed in reliance upon any other
4 written or oral representations or terms, and no such extrinsic oral or written representations or
5 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties
6 agree that this Agreement is to be construed according to its terms and may not be varied or
7 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
8 of the State of California, both in its procedural and substantive aspects, without regard to its
9 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
10 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
11 for the County of Contra Costa, and Plaintiff and Defendants hereby consent to the personal
12 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on her own behalf, on
13 behalf of the Class, and on behalf of the State of California pursuant to PAGA with respect to
14 PAGA Members, and Defendants participated in the negotiation and drafting of this Agreement
15 and had available to them the advice and assistance of independent counsel. As such, neither
16 Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed
17 against the other. The terms and conditions of this Agreement constitute the exclusive and final
18 understanding and expression of all agreements between Plaintiff and Defendants with respect to
19 the Settlement.

20 **C. Further Cooperation.**

21 Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare
22 and execute all documents, to seek the necessary approvals from the Court, and to do all things
23 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

24 **D. Confidentiality of Documents and Information.**

25 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
26 of all documents and other information obtained in the Action that were specifically designated as
27 confidential at the time they were produced (formally or informally) in the Action, unless ordered
28 to be disclosed by the Court or by a subpoena.

1 **E. Neutral Employment Reference.**

2 Defendants agree that they will adopt a neutral reporting policy regarding any future
3 employment references related to Plaintiff. In the event that any potential or future employers of
4 Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only
5 provide the requested Plaintiff's dates of employment and job titles during employment.
6 Defendants shall not refer to the Action or this Settlement.

7 **F. Counterparts.**

8 This Settlement Agreement is subject only to the execution of all Parties. However, the
9 Settlement Agreement may be executed in one or more counterparts. All executed counterparts
10 and each of them, including facsimile, electronic, and scanned copies of the signature page, will
11 be deemed to be one and the same instrument.

12 **G. Authority.**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the Party for whom or which that individual signs.

15 **H. No Third-Party Beneficiaries.**

16 Plaintiff, Settlement Class Members, PAGA Members, the State of California's Labor and
17 Workforce Development Agency, Defendants, and Released Parties are intended beneficiaries of
18 this Agreement, and the *cy pres* recipient referenced in Paragraph XII.C.3 is an intended potential
19 beneficiary of this Agreement to the extent there are leftover funds payable to it subject to Court
20 approval, and there are no other third-party beneficiaries.

21 **I. Modification.**

22 Before this Agreement has been submitted to the Court in connection with seeking
23 Preliminary Approval of the Settlement, it may not be changed, altered, or modified, except in a
24 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
25 in connection with seeking Preliminary Approval of the Settlement, it may not be changed, altered,
26 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
27 Court. This Agreement may not be discharged except by performance in accordance with its terms
28 or by a writing signed by the Parties, subject to Court approval.

1 **J. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
3 legal holiday, that deadline shall be continued until the following business day.

4 **K. California Law Governs.**

5 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
6 according to the laws of the State of California.

7 **L. Severability.**

8 In the event that any one or more of the provisions contained in this Agreement shall for
9 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
10 unenforceability shall in no way effect any other provision if Defendants' counsel and Class
11 Counsel, on behalf of the Parties, the Settlement Class Members, State of California, and PAGA
12 Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
13 had never been included in this Agreement, subject to Court approval.

14 **M. Binding on Successors and Assigns.**

15 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
16 or assigns of the Parties hereto, as previously defined.

17 **N. Waiver.**

18 No waiver of any condition or covenant contained in this Settlement Agreement or failure
19 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
20 a further waiver by such party of the same or any other condition, covenant, right, or remedy.

21 **O. Representation by Counsel.**

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

25 ///

26 ///

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28 ///

1 **P. Notices.**

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

5 To Plaintiffs and Class Counsel:

6 Arby Aiwarzian, Esq.
7 Joanna Ghosh, Esq.
8 Yasmin Hosseini, Esq.
9 **LAWYERS for JUSTICE, PC**
10 410 West Arden Avenue, Suite 203
11 Glendale, California 91203

5 To Defendants:

6 Cynthia C. Cheung, Esq.
7 Carla J. Hartley, Esq.
8 **DILLINGHAM & MURPHY, LLP**
9 155 Sansome Street, Suite 700
10 San Francisco, California 94104

11 **Q. Binding Agreement.**

12 The Parties warrant that they understand and have full authority to enter into this Settlement,
13 and further intend that this Settlement Agreement will be fully enforceable and binding on all
14 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in
15 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
16 otherwise might apply under federal or state law.

17 **IT IS SO AGREED:**

18 Date: 11/28/23, 2023

Electronically Signed 2023-11-30 01:44:52 UTC - 107.115.29.85
Kaylynn Parker
Nintex AssuranceSign® 61468301-e628-4311-bac9-b0ca001648b

Kaylynn Parker, *Plaintiff*

21 Date: 11/30, 2023

Ed Becker
Golden State Dermatology, Inc., *Defendant*
Name: Ed Becker, M.D.
Position: President

25 Date: 11/30, 2023

Matt Perdue
Golden State Dermatology Management,
LLC, *Defendant*
Name: Matt Perdue
Position: CEO

1 **APPROVED AS TO FORM:**

2 Date: November 30, 2023

LAWYERS *for* JUSTICE, PC

3 

4
5 Arby Aiwanian
6 Joanna Ghosh
7 Yasmin Hosseini
8 *Attorneys for* Plaintiff and Proposed Class
9 Counsel

10 Date: November 30, 2023

DILLINGHAM & MURPHY, LLP

11 

12 Cynthia C. Cheung
13 Carla Hartley
14 *Attorneys for* Defendants Golden State
15 Dermatology, Inc. and Golden State
16 Dermatology Management, LLC
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Parker v. Golden State Dermatology, Inc., et al.
Superior Court of California for the County of Contra Costa, Case No. MSC21-00576

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Class Settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Kaylynn Parker ("Plaintiff") and Defendants Golden State Dermatology, Inc. and Golden State Dermatology Management, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Kaylynn Parker v. Golden State Dermatology, Inc.*, Contra Costa County Superior Court, Case No. MSC21-00576 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period, excluding the one (1) individual who has entered into an individual settlement with Defendants.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 3, 2017 through August 23, 2022.

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

"PAGA Members" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

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

"PAGA Period" means the time period from June 16, 2021 through August 23, 2022.

II. BACKGROUND OF THE ACTION

On March 3, 2021, Plaintiff filed a Class Action Complaint for Damages in the Contra Costa County Superior Court, Case No. MSC21-00576. On August 4, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages. On November 18, 2021, Plaintiff filed a Second Amended Class Action Complaint for Damages. On June 16, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("LWDA Letter"). On September 28, 2022, Plaintiff filed a Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et*

seq., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action and that it violated any law in any respect.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Kaylynn Parker as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement amount is Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$218,750.00, if the Maximum Settlement Amount remains \$625,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Litigation Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the estimated number of weeks each Class Member worked for

Defendants as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the total number of estimated Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual estimated Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Share.

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

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the estimated number of Workweeks of each PAGA Member during the PAGA Period.

The Settlement Administrator has divided the Employee PAGA Amount by the total number of estimated PAGA Workweeks of all PAGA Members (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual estimated PAGA Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will issue checks to PAGA Members for the full amount of their Individual PAGA Payments without undertaking any withholdings.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator by way of check following the deposit of the Maximum Settlement Amount by Defendant. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From March 3, 2017 through August 23, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From June 16, 2021 through August 23, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Kaylynn Parker v. Golden State Dermatology, Inc.*, MSC21-00576); (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the estimated number of Workweeks credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

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

Upon the Effective Date and the full funding of the Maximum Settlement Amount, Plaintiff, PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendants during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had. The PAGA Members are bound by the PAGA Settlement regardless of whether they cash or deposit their Individual PAGA Payment check, and even if they object to or opt out of the Class Settlement.

“Released Class Claims” means any and all claims under state, federal, or local law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code (including, inter alia, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California Business and Professions Code section 17200, et seq. based on the aforementioned claims.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, et seq.), arising out of the facts alleged in Plaintiff's LWDA Letter, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll and time records, failure to reimburse necessary business expenses.

“Released Parties” means Defendants, and all of their present and former parent companies, subsidiaries, and divisions, and their shareholders, directors, officers, agents, employees, attorneys, insurers, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount

(i.e., an amount of up to \$218,750.00, if the Maximum Settlement Amount remains \$625,000) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a timely, written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action (*Kaylynn Parker v. Golden State Dermatology, Inc.*, MSC21-00576); (b) contain your full name, address, telephone number, and last four digits of your Social Security number; (c) be signed by you or your authorized representative; (d) contain a clear statement that you request to be excluded from the Class Settlement; and (e) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

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

III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion, and will be bound by any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator (“Notice of Objection”) or presenting your objection orally at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Kaylynn Parker v. Golden State Dermatology, Inc.*, MSC21-00576); (b) include your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contain a written statement of all grounds for your objection accompanied by any legal support for such objection; (d) contain the full name, address, and telephone number of any attorney representing you with respect to your objection; (e) include copies of any papers, briefs, or other documents upon which your objection is based; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, California 94553, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

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

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.cc-courts.org>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting Court Records, located at 1111 Ward St., Martinez, California 94553, during business hours and with a valid ID. Business hours are 8:00 AM to 3:00 PM, Monday through Friday (excluding court holidays).

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

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