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Attorneys for Plaintiff Chandria Jean and the Class

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

CHARDRIANA JEAN, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

WOODRUFF-SAWYER & CO.; and DOES 1
through 25, inclusive,

Defendant.

Case No. 24CV102594

Honorable Somnath Raj Chatterjee
Department 21

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 542655867705
Date: February 3, 2026
Time: 2:30 p.m.
Dept: 21

Complaint Filed: December 6, 2024
FAC Filed: June 13, 2025
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Chardriana Jean (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On December 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court Case No. 24CV102594 (“Action”), thereby commencing a putative class action against Defendant Woodruff-Sawyer & Co. (“Defendant”).

4. On March 21, 2025, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories - General (Set One), Form Interrogatories - Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)) and served a proposed Belaire-West notice.

6. On April 9, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

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1 7. On June 13, 2025, Plaintiff filed a First Amended Class and Representative Action
2 Complaint (“Operative Complaint”) in the Action, which added a cause of action under the Private
3 Attorneys General Act (“PAGA”). The Operative Complaint alleges ten (10) causes of action for
4 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
5 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
6 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
7 during employment, failure to provide accurate wage statements, failure to timely pay wages upon
8 termination, and failure to reimburse necessary business expenses, for violations of California
9 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
10 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
11 Code violations.

12 8. On July 22, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
13 Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
14 Agreement is attached hereto as **Exhibit 1**.

15 9. On July 31, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
16 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On August
17 26, 2025, the Court entered the Order re: Hearing on Motion – Other Motion for Preliminary Approval
18 of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary
19 approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class
20 Notice”), and the proposed administration procedures and associated deadlines. A true and correct
21 copy of the Preliminary Approval Order is Attached hereto as **Exhibit 2**.

22 **Summary of the Terms of the Settlement Agreement**

23 10. By way of the Preliminary Approval Order, the Court certified the following Class for
24 settlement purposes only: “all current and former hourly-paid and/or non-exempt employees who
25 worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class
26 Member(s)”). The “Class Period” is defined as the period from December 6, 2020 through June 4,
27 2025. The “Settlement Class Member(s)” consist of all Class Members who did not submit a timely
28 and valid Request for Exclusion. The “PAGA Employee(s)” consist of “all current and former hourly-

1 paid and/or non-exempt employees who worked for Defendant in the State of California at any time
2 during the PAGA Period.” The “PAGA Period” is defined as the period from April 9, 2024 through
3 June 4, 2025.

4 11. Based on the data provided by Defendant following preliminary approval and for
5 purposes of administration of the Class Notice, I am informed that there are 174 Settlement Class
6 Members who worked 22,162 weeks for Defendant as hourly-paid and/or non-exempt employees in
7 California during the Class Period (“Workweeks”) and 108 PAGA Employees who worked 5,588.29
8 weeks for Defendant as hourly-paid and/or non-exempt employees in California during the PAGA
9 Period (“PAGA Workweeks”).

10 12. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
11 Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Forty-Nine Thousand
12 Dollars and Zero Cents (\$849,000.00), which is exclusive of employer-side payroll taxes. The Gross
13 Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of
14 the Gross Settlement Amount, equaling Two Hundred Ninety-Seven Thousand One Hundred Fifty
15 Dollars and Zero Cents (\$297,150.00); (2) Class Counsel’s actual litigation costs and expenses, in the
16 amount of Eighteen Thousand Two Hundred Twelve Dollars and Sixty-Four Cents (\$18,212.64); (3)
17 Settlement Administration Costs in the amount Five Thousand Nine Hundred Ninety Dollars and Zero
18 Cents (\$5,990.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars
19 and Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Thirty-Three Thousand Nine
20 Hundred Sixty Dollars and Zero Cents (\$33,960.00). After the above Court-approved amounts are
21 deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net
22 Settlement Amount of approximately Four Hundred Eighty-Six Thousand One Hundred Eighty-Seven
23 Dollars and Thirty-Six Cents (\$486,187.36).

24 13. The Settlement does not require Settlement Class Members to submit claims as a
25 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
26 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
27 *rata* share of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”).
28 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net

1 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
2 during the Class Period and multiplying the result by each Settlement Class Member's Workweeks
3 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
4 Administrator by dividing the amount of the PAGA Employees' thirty-five percent (35%) share of the
5 PAGA Amount (\$11,886.00) by the total number of PAGA Workweeks worked by all PAGA
6 Employees during the PAGA Period and multiplying the result by each PAGA Employee's PAGA
7 Workweeks worked during the PAGA Period.

8 14. I am aware from my review of the information provided by the Settlement
9 Administrator that the estimated average gross Individual Settlement Share is \$2,783.91, the estimated
10 highest gross Individual Settlement Share is \$5,123.96, and the estimated lowest gross Individual
11 Settlement Share is \$71.82; the estimated average Individual PAGA Payment is \$110.06, the estimated
12 highest Individual PAGA Payment is \$127.92, and the estimated lowest Individual PAGA Payment is
13 \$6.99.

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

25 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
26 valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are
27 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
28 distributed by the Settlement Administrator to Legal Aid at Work (the proposed *cy pres* recipient) in

1 accordance with California Code of Civil Procedure Section 384.

2 **Notice to the LWDA**

3 17. On July 24, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
4 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
5 The LWDA has not objected or otherwise responded to the submission.

6 **The Settlement Is Fair and Reasonable**

7 ***Informed Arms-Length Negotiations***

8 18. The Parties' settlement negotiations were at all times made at arm's-length and were
9 adversarial. The Settlement was reached after further negotiations following a full day of mediation
10 with a highly respected mediator with substantial experience mediating wage and hour cases, and
11 Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently
12 before the Court.

13 19. The Parties engaged in extensive informal discovery prior to reaching a settlement.
14 Prior to mediation, Defendant produced a random twenty-five percent (25%) sampling of putative
15 class members' time and pay data as well as Defendant's relevant wage and hour policies, and
16 information regarding the total number of putative class members, the number of current versus former
17 employees, the total workweeks worked by the putative class members, and the average rate of pay
18 for the putative class members. This allowed Class Counsel to conduct an informed assessment and
19 analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

20 20. Based on the information exchanged, the Parties extensively briefed issues regarding
21 class certification and liability and provided their analyses to the Mediator who helped the Parties
22 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
23 prepared to litigate this matter through class certification and trial if the Parties had been unable to
24 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
25 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
26 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
27 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
28 intelligently in negotiating the Settlement.

1 21. Although the investigation and information discovered supports Plaintiff's contentions,
2 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
3 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

4 22. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
5 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
6 inherent in such litigation, including those involved in class and/or representative adjudication.
7 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
8 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
9 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
10 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

11 23. Defendant denied and continues to deny any liability and wrongdoing of any kind
12 associated with the claims alleged in the Action, and further denies that class certification is
13 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
14 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
15 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
16 individual issues would predominate should this case go to trial. As with all class actions, these
17 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
18 that the Court may deny class certification.

19 24. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
20 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
21 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
22 to request and analyze thousands of pages of documents, obtain the Class Members' contact
23 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
24 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
25 against a current employer. On the other hand, Defendant would likely be able to obtain the
26 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,
27 possible appeals would substantially delay any recovery by the Class.

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1 25. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
2 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
3 California, and is within the accepted range of recoveries for this type of litigation given the inherent
4 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
5 litigation.

6 ***Attorneys' Fees and Costs***

7 26. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
8 \$297,150.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
9 expenses totaling Eighteen Thousand Two Hundred Twelve Dollars and Sixty-Four Cents
10 (\$18,212.64). The requested fees and costs are fair compensation for undertaking complex, risky,
11 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
12 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
13 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
14 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
15 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

16 27. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
17 has translated into tangible monetary benefits as follows: (1) Class Members, the State of California,
18 and PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed
19 to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that
20 compares favorably with other similar class action settlements of this type, given the strengths and
21 weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would
22 have only increased significantly had the case progress through certification, trial, and/or upon appeal.

23 28. In the present case, Class Counsel has borne all of the risks and costs of litigation and
24 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
25 workload during this litigation when considering taking on additional work that was available, and
26 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
27 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
28 favorable result for the Class, the State of California, and the PAGA Employees. Considering the

1 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
2 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of
3 the Gross Settlement Amount (i.e., \$297,150.00) are reasonable and should be awarded.

4 29. Blackstone was started in February 2018, representing plaintiffs in individual and
5 representative employment litigation. The firm has grown exponentially over the past seven-plus
6 years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor
7 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm
8 focused on other complex general litigation matters. Blackstone has been counsel of record on several
9 class and PAGA actions that have since been resolved, the most recent of which are attached hereto
10 as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
11 matters as follows:

12 a. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law
13 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in
14 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published
15 several times in various small publications. Upon graduation, he was rehired by Freedman &
16 Taitelman, LLP as an associate and remained employed there from September 2008 through August
17 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,
18 ranging from employment, corporate, entertainment, and general business litigation matters, though
19 his primary area of expertise was employment, both single plaintiff and representative actions. On the
20 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained
21 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor
22 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not
23 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
24 motions and pleadings, including dispositive and certification motions; strategized on all cases;
25 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
26 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
27 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
28 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of

1 the cases he managed were highly publicized, with articles written about them in the Los Angeles
2 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
3 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
4 which is well within the prevailing rate for attorneys with his experience in this area of practice in
5 Southern California.

6 b. Miriam L. Shimmel is a 29-year litigator who joined Blackstone Law, APC in June
7 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
8 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
9 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
10 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
11 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
12 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
13 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
14 class actions and representative actions pursuant to PAGA, as well as individual actions based on
15 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
16 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
17 employers/businesses. On many of those cases, she was the senior lead attorney managing the
18 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
19 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
20 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
21 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
22 strategized on all cases; participated in and directed communication with class members; attended
23 hearings; led and participated in mediations; coordinated with class action administrators; prepared
24 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
25 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for
26 attorneys with her experience in this area of practice in Southern California.

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1 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly
8 rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

9 d. I joined Blackstone Law, APC from a highly reputable employment law firm. I
10 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
11 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
12 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
13 additionally licensed in all federal district courts of California. I have worked on many wage and hour
14 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
15 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
16 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
17 court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee
18 and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA
19 that are in settlement. My hourly rate of \$750 is reasonable based on my education and experience
20 and is in line with the market rate.

21 e. James S. Winn Jr. recently joined Blackstone Law, APC. He graduated from the
22 University of California, Santa Barbara with a Bachelor of Arts degree and a minor in Professional
23 Writing in 2018 and from University of the Pacific, McGeorge School of Law with a Juris Doctor in
24 2022. He was admitted to the State Bar of California in 2023. He is also licensed in all federal district
25 courts of California. His hourly rate of \$550 is reasonable based on his education and experience and
26 is in line with the market rate.

27 30. Class Counsel has spent approximately 259.90 total hours litigating this matter. To
28 date, our total fees incurred amount to \$232,228. Each attorney who worked on this matter engaged
in a multitude of tasks, including communicating with the client and defense counsel; investigating

the facts and researching applicable legal issues; drafting pleadings, informal and formal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	28.40	\$1,295	\$36,778
Miriam L. Schimmel	Senior Counsel	82.60	\$1,075	\$88,795
Joana Fang	Senior Associate	88.40	\$750	\$66,300
Alexandra Rose	Senior Associate	35.40	\$750	\$26,550
James S. Winn Jr.	Associate	25.10	\$550	\$13,805

31. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$239,718.

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32. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel seeks reimbursement of a total of Eighteen Thousand Two Hundred Twelve Dollars and Sixty-Four Cents (\$18,212.64) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

33. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

34. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Chardriana Jean submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

35. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). Apex Class Action LLC, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Five Thousand Nine Hundred Ninety Dollars and Zero Cents (\$5,990.00).

Allocation to the LWDA

36. As part of the Settlement, Defendant has agreed to pay Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents (\$33,960.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Twenty-Two Thousand Seventy-Four Dollars

1 and Zero Cents (\$22,074.00) (65% of the PAGA Amount) will be paid to the LWDA for education
2 and enforcement purposes.

3 37. It is extremely common in approved wage and hour class action cases that settle that
4 only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments
5 to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
6 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
7 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
8 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
9 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
10 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
11 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
12 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
13 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
14 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
15 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
16 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
17 in these approved settlements, the parties generally maximized statutory penalties and minimized
18 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
19 California Labor Code violations.

20 *Notice to the Class*

21 38. The Class Notice approved by the Court met the requirements for proper notice of
22 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
23 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
24 to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the
25 Settlement Administrator, and the Attorneys’ Fees and Costs to Class Counsel. The Class Notice
26 described the proposed Settlement with enough specificity to allow each Class Member to make an
27 informed choice whether to accept and participate in it. It also explained how and when Class
28 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date

1 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
2 additional information about the Settlement.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed on January 9, 2026, at Jersey City, New Jersey.

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EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Chardriana Jean
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendant Woodruff-
6 Sawyer & Co. (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and
7 individually as “Party”).

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

11 **RECITALS**

12 1. On December 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled
13 *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court Case No. 24CV102594
14 (“Action”), thereby commencing a putative class action against Defendant.

15 2. On April 9, 2025, Plaintiff provided written notice to the Labor and Workforce
16 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
17 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
18 Code alleged to have been violated by Defendant (“PAGA Letter”).

19 3. The Parties agree that Plaintiff will file a First Amended Class and Representative
20 Action Complaint (“Operative Complaint”) in the Action, which will add a cause of action under the
21 Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.*
22 (“PAGA”).

23 4. The Operative Complaint alleges ten (10) causes of action for violations of the
24 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
25 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
26 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
27 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
28 to reimburse necessary business expenses, for violations of California Business & Professions Code

1 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
2 penalties under PAGA based on the aforementioned California Labor Code violations.

3 5. Defendant denies all material allegations set forth in the Action and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
6 Released PAGA Claims (as defined herein).

7 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
8 including any and all applicable defenses and the applicable law. The investigation included, *inter*
9 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
10 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
11 merits of the claims and contentions of the Parties.

12 7. On March 14, 2025, the Parties participated in mediation with Brandon McKelvey,
13 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
14 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
15 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
16 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
17 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
18 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
19 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
20 Class Members, State of California, and PAGA Employees in light of all known facts and
21 circumstances, including the risk of significant delay and uncertainty associated with litigation and
22 various defenses asserted by Defendant.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions. Additionally, if for any reason this Settlement Agreement is not ultimately approved,
28 Plaintiff agrees to withdraw the PAGA Letter and submit a request to the Court to amend the Action

1 to dismiss the PAGA cause of action without prejudice.

2 **DEFINITIONS**

3 9. The following definitions are applicable to this Settlement Agreement. Definitions
4 contained elsewhere in this Settlement Agreement will also be effective.

5 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
6 Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and
7 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

8 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or
9 non-exempt employees who worked for Defendant in the State of California at any time during the
10 Class Period.

11 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
12 Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC, who will seek to be appointed
13 counsel for the Class.

14 d. “Class List” means a complete list of all Class Members that Defendant will
15 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
16 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
17 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
18 number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is
19 necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks.

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

22 f. “Class Period” means the period from December 6, 2020 through June 4, 2025,
23 subject to Paragraph 16.

24 g. “Class Settlement” means the settlement and resolution of all Released Class
25 Claims.

26 h. “Court” means the Superior Court of the State of California for the County of
27 Alameda.

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i. “Defendant’s Counsel” means Douglas G.A. Johnston and Regan M. Heslop of Jackson Lewis P.C.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or PAGA Workweeks which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means when all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been given to the Class, providing them with an opportunity to dispute their Workweek and/or PAGA Workweek information, to opt-out of the Class Settlement, or to object to the Class Settlement; (iv) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Class and approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days following notice of entry of the Court’s Final Approval Order and Judgment; or if any appeal, writ, or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following notice of entry of the Court’s Final Approval Order and Judgment, then when any appeal, writ, or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s Final Approval Order and Judgment is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

1 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
2 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
3 Employees, and general release of claims under California Civil Code section 1542, as set forth in
4 Paragraph 13.

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

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

9 p. “Final Approval Order and Judgment” means the order granting final approval
10 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
11 Parties, and subject to approval by the Court.

12 q. “Gross Settlement Amount” means the amount of Eight Hundred Forty-Nine
13 Thousand Dollars and Zero Cents (\$849,000.00) to be paid by Defendant in full satisfaction of the
14 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
15 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
16 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
17 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
18 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
19 Settlement Amount is subject to increase, as provided in Paragraph 16.

20 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
21 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
22 calculated in accordance with Paragraph 18.

23 s. “Individual Settlement Payment” means the net payment of each Settlement
24 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
26 Paragraph 19.

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1 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
2 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
3 in accordance with Paragraph 17.

4 u. “LWDA Payment” means the amount of Twenty-Two Thousand Seventy-Four
5 Dollars and Zero Cents (\$22,074.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to
6 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

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

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

18 x. “PAGA Amount” means the allocation of Thirty-Three Thousand Nine
19 Hundred Sixty Dollars and Zero Cents (\$33,960.00) from the Gross Settlement Amount for the PAGA
20 Settlement. Sixty-five percent (65%) of the PAGA Amount, or \$22,074.00, will be paid to the LWDA
21 (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$11,886.00, will be
22 distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

23 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-
24 exempt employees who worked for Defendant in the State of California at any time during the PAGA
25 Period.

26 z. “PAGA Employee Amount” means the amount of Eleven Thousand Eight
27 Hundred Eighty-Six Dollars and Zero Cents (\$11,886.00), i.e., 35% of the PAGA Amount, to be
28 distributed to PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

1 aa. “PAGA Period” means the period from April 9, 2024 through June 4, 2025,
2 subject to Paragraph 16.

3 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
4 Claims.

5 cc. “PAGA Workweeks” means the number of weeks each PAGA Employee
6 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA
7 Period. PAGA Workweeks will be calculated by the Settlement Administrator according to the
8 number of verified weeks worked by PAGA Employees in Defendant’s employ during the PAGA
9 Period.

10 dd. “Preliminary Approval” means the date on which the Court enters the
11 Preliminary Approval Order.

12 ee. “Preliminary Approval Order” means the order granting preliminary approval
13 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
14 the Court.

15 ff. “Released Class Claims” means any and all claims which were alleged or which
16 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
17 arising during the Class Period, including, but not limited to, claims for Defendant’s alleged failure to
18 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
19 payments, timely pay wages during employment and upon termination, provide accurate wage
20 statements, and reimburse necessary business-related expenses; Defendant’s alleged violation of
21 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,
22 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
23 California Business and Professions Code sections 17200, *et seq.*; any unpaid wages or compensation
24 related to any or all of the foregoing; any premium payments related to any or all of the foregoing;
25 restitution for any or all of the foregoing; any penalties, statutory and civil (except penalties under
26 PAGA), related to any or all of the foregoing; interest related to any or all of the foregoing; and
27 attorneys’ fees or costs related to any or all of the foregoing.

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1 gg. “Released PAGA Claims” means any and all claims arising from any of the
2 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
3 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall
4 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages,
5 provide compliant meal and rest periods and associated premium payments, timely pay wages during
6 employment and upon termination, provide compliant wage statements, maintain complete and
7 accurate payroll records, and reimburse necessary business-related expenses; Defendant’s alleged
8 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
9 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
10 Wage Order; any unpaid wages or compensation related to any or all of the foregoing; any premium
11 payments related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the
12 foregoing.

13 hh. “Released Parties” means Defendant and Arthur J. Gallagher & Co.; and their
14 current, former, and future acquired companies/entities, subsidiaries, affiliates, predecessors,
15 successors, parents, and assigns; each of the foregoing’s current, former, and future officers, directors,
16 members, insurers, shareholders, owners, partners, members, managing agents, agents, attorneys, legal
17 representatives, executives, employees, and contractors; and any entity alleged to be a joint employer
18 with Defendant and/or Arthur J. Gallagher & Co.

19 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
20 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
21 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
22 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
23 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
24 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

25 jj. “Response Deadline” means the deadline by which Class Members must submit
26 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)
27 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class
28 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response

1 Deadline will be extended to the next day on which the United States Postal service is open. The
2 Response Deadline may also be extended by express agreement between Class Counsel and
3 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
4 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
5 Response Deadline.

6 kk. "Settlement Administrator" means Apex Class Action LLC, or any other third-
7 party class action settlement administrator agreed to by the Parties and approved by the Court for
8 purposes of administering the Settlement. The Parties and their counsel each represent that they do
9 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
10 the Settlement Administrator that could create a conflict of interest.

11 ll. "Settlement Administration Costs" means the costs payable from the Gross
12 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
13 Paragraph 15.

14 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
15 who do not submit a timely and valid Request for Exclusion.

16 nn. "Workweeks" means the number of weeks each Class Member worked for
17 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.
18 Workweeks will be calculated by the Settlement Administrator according to the number of verified
19 weeks worked by Class Members in Defendant's employ during the Class Period.

20 **CLASS CERTIFICATION**

21 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
22 Class.

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

1 **TERMS OF THE AGREEMENT**

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

4 12. **Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any application
5 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
6 Gross Settlement Amount (i.e., \$297,150.00 if the Gross Settlement Amount is \$849,000.00) and
7 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
8 of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00),
9 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
10 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
11 the Action, including without limitation all work performed and costs incurred to date, and all work
12 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
13 Settlement Agreement, including any objections raised and any appeals necessitated by those
14 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
15 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
17 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
18 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19 13. **Enhancement Payment.** Defendant agrees not to oppose or impede any application or
20 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
21 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
22 Settlement Amount, subject to Court approval, will be in addition to any other payment she is entitled
23 to under the Settlement. Plaintiff shall be solely and legally responsible for correctly characterizing
24 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
25 Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion
26 of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated
27 to the Net Settlement Amount for the benefit of the Settlement Class Members.

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1 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
2 Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents (\$33,960.00) shall be allocated
3 from the Gross Settlement Amount toward penalties under the Private Attorneys General Act,
4 California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent
5 (65%), or \$22,074.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent
6 (35%), or \$11,886.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount)
7 on a *pro rata* basis, based on the total number of PAGA Workweeks worked by each PAGA Employee
8 during the PAGA Period (i.e., the Individual PAGA Payments).

9 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
10 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
11 which is currently estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). These
12 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
13 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
14 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
15 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
16 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
17 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
18 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
19 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
20 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
21 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
22 Settlement Amount for the benefit of the Settlement Class Members.

23 16. Escalator Clause. Based on its records, Defendant estimates that, as of the date of
24 mediation, the Class Members worked approximately 20,658 workweeks during the period December
25 6, 2020 through March 14, 2025 (i.e., the date of mediation). If, at the end of the Class Period, the
26 actual total Workweeks worked by Class Members during the Class Period exceeds this figure by 10%
27 (i.e., there are 22,724 or more total Workweeks), Defendant, at its sole discretion, shall either: (i)
28 increase the Gross Settlement Amount on a proportional basis for those Workweeks worked in excess

of 10% of the current 20,658 estimate, or (ii) elect to cut off the Class Period and PAGA Period as of March 14, 2025, the date of mediation.

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

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

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

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their

Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
5 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
11 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
12 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
13 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
14 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
15 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

26 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
27 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
28 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement

1 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
2 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
3 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
4 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
5 Order seeking the following:

- 6 a. Conditionally certifying the Class for settlement purposes only;
- 7 b. Granting Preliminary Approval of the Settlement;
- 8 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 9 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 10 e. Approving as to form and content, the mutually-agreed upon and proposed
11 Class Notice and directing its mailing by First Class U.S. Mail;
- 12 f. Approving the manner and method for Class Members to request exclusion
13 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether
15 Final Approval of the Settlement should be granted.

16 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
17 Class Counsel shall notify the LWDA of the Settlement.

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

20 27. Notice by First-Class U.S. Mail.

- 21 a. Within seven (7) business days after receiving the Class List from Defendant,
22 the Settlement Administrator will perform a search based on the National Change of Address Database
23 or any other similar services available, such as provided by Experian, for information to update and
24 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
25 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
26 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

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1 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
2 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
3 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
4 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
5 attempt to determine the correct address using a skip-trace or other search, using the name, address,
6 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
7 calendar days.

8 c. Compliance with the procedures described herein above shall constitute due and
9 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
10 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
11 provide notice of the Settlement.

12 28. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have
13 an opportunity to dispute the number of Workweeks and/or PAGA Workweeks which have been
14 credited to them, as reflected in their respective Class Notices, by submitting a timely and valid
15 Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline.
16 The date of the postmark on the return mailing envelope will be the exclusive means to determine
17 whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's
18 records and data as they pertain to the number of Workweeks and/or PAGA Workweeks to be credited
19 to a disputing Class Member, Defendant's records will be presumed to be correct and determinative
20 of the dispute. However, if a Class Member produces information and/or documents to the contrary,
21 the Settlement Administrator will evaluate the materials submitted by the Class Member and the
22 Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA
23 Workweeks that the disputing Class Member should be credited with under the Settlement. The
24 Settlement Administrator's decision on such disputes will be final and non-appealable.

25 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
26 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
28 postmark on the return mailing envelope will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
2 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
3 submitted, and also identify the individuals who have submitted a timely and valid Request for
4 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
5 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
6 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
7 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
8 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
9 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
10 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
11 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
12 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
13 Final Approval to the Settlement. Notwithstanding the above, the State of California with respect to
14 all PAGA Employees will be bound to the PAGA Settlement and PAGA Employees will be issued
15 their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

16 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
17 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
18 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
19 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
20 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
21 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
22 and complete and which were not), and also attach them to a declaration that is to be filed with the
23 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
24 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
25 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
26 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
27 whether they have submitted a Notice of Objection.

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1 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
2 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
3 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
4 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
5 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
6 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
7 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
8 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
9 Dispute.

10 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
11 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
12 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
13 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
14 number of Class Members who have submitted timely and valid Requests for Exclusion following the
15 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
16 administration owed to the Settlement Administrator incurred up to that date.

17 33. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify such completion to
19 the Court and counsel for all Parties.

20 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
21 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
22 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
23 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
24 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
25 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
26 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
27 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
28 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final

1 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 2 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
3 consummation of its terms and provisions;
- 4 b. Certification of the Settlement Class;
- 5 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 6 d. Approval of the application for Enhancement Payment to Plaintiff;
- 7 e. Directing Defendant to fund all amounts due under the Settlement Agreement
8 and ordered by the Court; and
- 9 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
10 conformity with California Rules of Court 3.769 and the Settlement Agreement.

11 35. Funding of the Gross Settlement Amount. No later than ten (10) business days after
12 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
13 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
14 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
15 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
16 unemployment insurance tax ID number, and other information requested by the Settlement
17 Administrator, no later than five (5) business days after the Effective Date.

18 36. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
19 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
20 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
21 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
22 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
23 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
24 timely forward these to the appropriate government authorities.

25 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
26 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
27 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
28 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA

1 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
2 Members and PAGA Employees are not required to submit a claim to be issued an Individual
3 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
4 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
5 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
6 associated with such canceled checks shall be distributed by the Settlement Administrator to Legal
7 Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure
8 Section 384. The Parties and their counsel each represent that they do not have any financial interest
9 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of
10 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
11 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
12 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the
13 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts
14 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or
15 withholding associated with canceled Individual Settlement Payments, all such amounts shall also be
16 transmitted to Legal Aid at Work.

17 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
19 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
20 Released Class Claims.

21 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
22 Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees will be
23 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
24 the Released Parties of all Released PAGA Claims.

25 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
27 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
28 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,

1 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
2 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
3 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
4 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
5 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
6 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
7 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
8 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
9 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
10 follows:

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

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

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

27 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
28 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

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

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

26 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
27 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
28 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or

1 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
2 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
3 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
4 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
5 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
6 Agreement.

7 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
8 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
9 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
10 Approval Hearing to be conducted by the Court.

11 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
12 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
13 except by written agreement signed by counsel for all Parties. After the filing of the motion for
14 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
15 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
16 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
17 constitute a waiver of any other provision.

18 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
23 full authority to enter into this Settlement Agreement, and further intend that this Settlement
24 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
25 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
26 confidentiality provisions that otherwise might apply under state or federal law.

27 50. Signatories. The Class Notice will advise all Class Members of the binding nature of
28 the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA
Settlement as to the State of California with respect to all PAGA Employees, and the releases provided
for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement

1 were executed by each Settlement Class Member and the State of California.

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

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

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

10 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
12 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
13 account all relevant factors, present and potential. The Parties further acknowledge that they are each
14 represented by competent counsel and that they have had an opportunity to consult with their counsel
15 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
16 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
17 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
18 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

19 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this Settlement
22 Agreement valid and enforceable.

23 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
24 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
25 to implement the Settlement.

26 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
27 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
28 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and

specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

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

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

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

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

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1 62. Notices. All notices, demands, and other communications to be provided concerning
2 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
3 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
4 as follows:

5 To Plaintiff and Class Counsel:
6 Miriam L. Schimmel
7 mschimmel@blackstonepc.com
8 Joana Fang
9 jfang@blackstonepc.com
10 Alexandra Rose
11 arose@blackstonepc.com
12 James S. Winn Jr.
13 jwinn@blackstonepc.com
14 **BLACKSTONE LAW, APC**
15 8383 Wilshire Boulevard, Suite 745
16 Beverly Hills, California 90211
17 Tel: (310) 622-4278 / Fax: (855) 786-6356

18 To Defendant:
19 Andrew Mailhot
20 andrew.mailhot@jacksonlewis.com
21 Regan M. Heslop
22 regan.heslop@jacksonlewis.com
23 **JACKSON LEWIS P.C**
24 50 California Street, 9th Floor
25 San Francisco, California 94111
26 Tel: (415) 394-9400 / Fax: (415) 394-9401

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

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

IT IS SO AGREED.

PLAINTIFF CHARDRIANA JEAN

Dated: 07/11/2025



Plaintiff Chardriana Jean

DEFENDANT WOORDRUFF-SAWYER & CO.

Dated: 7/8/2025

DocuSigned by:
Zac Overbay
B8FE61C93ADE476...

Full Name: Zac Overbay

Title: COO

On behalf of Defendant Woodruff-Sawyer & Co.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: July 11, 2025



Alexandra Rose
Attorneys for Plaintiff Chardriana Jean
and Proposed Class Counsel

JACKSON LEWIS P.C

Dated: July 22, 2025



Andrew Mailhot
Regan M. Heslop
Attorneys for Defendant Woodruff-Sawyer &
Co.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Chardriana Jean v. Woodruff-Sawyer & Co.
Superior Court of California for the County of Alameda, Case No. 24CV102594

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Chardriana Jean ("Plaintiff") and Woodruff-Sawyer & Co. ("Defendant" or "the Company") (Plaintiff and the Company are collectively referred to as the "Parties") in the case entitled *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594 ("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. DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period commencing from December 6, 2020 through June 4, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period commencing from April 9, 2024 through June 4, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On December 6, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On April 9, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the specific provisions of the California Labor Code that Plaintiff alleges were violated ("PAGA Letter"). On [redacted], Plaintiff filed a First Amended Class and Representative Action Complaint in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") ("Operative Complaint").

In the Operative Complaint, Plaintiff alleges that the Company 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 accurate wage statements, and reimburse business expenses, and thereby allegedly engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under 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.

The Company has and continues to deny each and every one of Plaintiff's allegations in the Action and rejects any suggestion of wrongdoing in its entirety.

Nevertheless, the Company agreed to and participated in mediation in good faith with Plaintiff before a respected class action mediator, and as a result of such mediation, the Company agreed to a settlement in order to avoid the nuisance of protected litigation. The Parties have since entered into a 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 Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Chardriana Jean as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

The Settlement represents a compromise and settlement of highly disputed claims. As noted above, **nothing in the Company’s decision to settle the Action is intended to or should be construed as an admission or acknowledgement by the Company that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees at all.** The Company and Plaintiff, and their respective counsel, have concluded and agree that, in light of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Forty-Nine Thousand Dollars and Zero Cents (\$849,000.00) (the “Gross Settlement Amount”). The portion of the Gross 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 Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,150.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents (\$33,960.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$22,074.00) (“LWDA Payment”) and the remaining 35% (\$11,886.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for the Company as an hourly-paid and/or non-exempt employee during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated

Individual Settlement Share that each Class Member may be entitled 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 (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA employee worked for the Company as an hourly-paid and/or non-exempt employee during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweeks Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweeks Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this 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 you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on the Company’s Records

According to the Company’s records:

- From December 6, 2020, through **June 4, 2025** (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From April 9, 2024, through **June 4, 2025** (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Jean v. Woodruff-Sawyer & Co.*, Case No. 24CV102594); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. 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 \$ [] 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 Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all 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.

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

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including, but not limited to, claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses; Defendant’s alleged violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, statutory and civil (except penalties under PAGA), related to any or all of the foregoing; interest related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses; Defendant’s alleged violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing.

“Released Parties” means Defendant and Arthur J. Gallagher & Co.; their current, former, and future acquired companies/entities, subsidiaries, affiliates, predecessors, successors, parents, and assigns; each of the foregoing’s current, former, and future officers, directors, members, insurers, shareholders, owners, partners, members, managing agents, agents, attorneys, legal representatives, executives, employees, and contractors; and any entity alleged to be a joint employer with Defendant and/or Arthur J. Gallagher & Co.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,150.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand and Zero Cents (\$20,000.00) (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 Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

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

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the 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 and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Jean v. Woodruff-Sawyer & Co*, Case No. 24CV102594); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class 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. Notwithstanding the above, the State of California with respect to all PAGA Employees will release the Released PAGA Claims and PAGA Employees will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Jean v. Woodruff-Sawyer & Co*, Case No. 24CV102594); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California, 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

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.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Searches” tab at the top of the page, then select the Document Downloads link, enter the case number (24CV102594) and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

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

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

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

CHARDRIANA JEAN
Plaintiff/Petitioner(s)
VS.
WOODRUFF-SAWYER & CO
Defendant/Respondent
(s)

No. 24CV102594
Date: 08/26/2025
Time: 2:30 PM
Dept: 21
Judge: Somnath Raj Chatterjee

ORDER re: Hearing on Motion -
Other Motion for
Preliminary Approval of
Class Action and PAGA
Settlement; filed by
CHARDRIANA JEAN
(Plaintiff) CRS#
935892024113 filed by
CHARDRIANA JEAN
(Plaintiff) on 07/31/2025

The Motion for Preliminary Approval of Settlement filed by CHARDRIANA JEAN on 07/31/2025 is Granted.

The motion of plaintiffs for preliminary approval of class action and PAGA settlement is GRANTED, subject to one change.

The one change is that the Agreement states that the check cashing period is 180 days. (Agt 37.) The court finds that 120 days is an adequate time for absent class members to cash the checks. The court finds that over 120 days is unnecessarily long and unnecessarily delays the accounting and thus the determinations on whether there should be a second distribution and whether to release funds to the cy pes beneficiary and to counsel. A shorter time frame will expedite the distribution process. The Cout ORDERS 120 days.

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of \$849,000.00. The settlement agreement states there will be attorneys' fees of up to \$297,150.00 (35%), costs of up to \$20,000, Service Payment of

ORDER re: Hearing on Motion - Other Motion for Preliminary Approval of
Class Action and PAGA Settlement; filed by CHARDRIANA
JEAN (Plaintiff) CRS# 935892024113 filed by
CHARDRIANA JEAN (Plaintiff) on 07/31/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

\$7,500 to Plaintiff, a PAGA payment of \$33,960 (\$22,074.00, to the LWDA), and administrative expenses of up to \$8,000. After these expenses the amount available to be distributed to the Class would be \$482,390. There are an estimated 170 Class Members, so the average net recovery for each class member would be \$283.

The motion makes an adequate analysis as required by *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate.

The proposed class is appropriate for class certification.

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the LWDA's release for claims asserted under the PAGA is appropriate. The PAGA release does not release claims by the aggrieved employees. The scope of the LWDA's release is limited to the scope of the PAGA notice letter. (*LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172, 1192-1196.)

The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (*Hesse v. Sprint Corp.* (9th Cir. 2010) 598 F.3d 581, 590.) (See also *Hendricks v. Starkist Co* (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].)

The scope of the class release does not include a release of the LWDA's claims.

The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The unclaimed funds will be distributed to Legal Aid at Work. This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

The Court will not approve the amount of attorneys' fees and costs until the final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have agreed that Defendants will not oppose the motion for fees. (*Robbins v. Alibrandi* (2005) 127 Cal. App. 4th 438, 450-451.)

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms." (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court sets out its standard analysis below. Counsel may address that analysis in the fee application.

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

This court's benchmark for fees is 30% of the total fund. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. "The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case." (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419.) (See also Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) The court's standard service award is \$7,500.

The Court ORDERS that the final approval hearing is set for 2/3/26.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply

ORDER re: Hearing on Motion - Other Motion for Preliminary Approval of
Class Action and PAGA Settlement; filed by CHARDRIANA
JEAN (Plaintiff) CRS# 935892024113 filed by
CHARDRIANA JEAN (Plaintiff) on 07/31/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

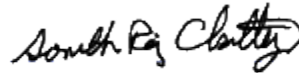
with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time order distribution of the cy pres funds and release any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 08/26/2025



Somnath Raj Chatterjee / Judge

EXHIBIT 3

- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.

- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.

- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-

OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and

hour class and PAGA action.

- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

Date	Type of Expense	Description of Expense	Amount
<i>Jean v. Woodruff-Sawyer & Co.</i> Alameda County Superior Court Case No. 24CV102594			
6/11/2024	Other	Wizzy Marketing	\$321.60
6/25/2024	Mailing	Records Request to Woodruff-Sawyer & Co.	\$8.69
6/25/2024	Mailing	Records Request to Agent for Woodruff-Sawyer & Co.	\$8.69
6/25/2024	Mailing	Welcome Pkg	\$1.63
12/6/2024	Filing	Steno: Class Action Complaint & Initiating Documents	\$1,997.20
12/20/2024	Service	Steno: Personal Service of Class Action Complaint & Initiating Documents	\$193.45
1/21/2025	Filing	Steno: Plaintiff's Notice of Posting of Jury Fees	\$262.45
3/4/2025	Mediation	M Resolution	\$9,000.00
3/4/2025	Mailing	Payment to M Resolution	\$5.54
3/31/2025	Other	Berger Consulting Group, LLC	\$5,830.00
4/9/2025	Filing	LWDA: PAGA Notice	\$75.00
4/9/2025	Mailing	PAGA Notice to Defendant	\$9.64
6/10/2025	Filing	Steno: Joint Stip to Amend Complaint; [Proposed] Order	\$86.95
6/13/2025	Filing	Steno: First Amended Complaint	\$59.95
6/27/2025	Other	Motion for Preliminary Approval Hearing Reservation Fee	\$1.00
7/31/2025	Filing	Steno: Filing of Motion for Preliminary Approval (MPA) & Supporting Documents	\$140.95
8/22/2025	Filing	Steno: Joint Initial CMC Statement	\$59.95
9/2/2025	Other	Motion for Final Approval Hearing Reservation Fee	\$1.00
9/4/2025	Other	Alameda Court: Download of Minute Order & Order Re: MPA	\$8.00
	Filing	Estimated Cost - Steno: Filing of Motion for Final Approval (MFA) & Supporting Documents	\$140.95
TOTAL:			\$18,212.64