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5 Attorney for Plaintiff,
ALEXIS ROCHA, and all others similarly situated

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 ALEXIS ROCHA, on behalf of himself, all
others similarly situated, and on behalf of
11 other “aggrieved employees” under PAGA,

12 Plaintiff,

13 vs.

14 KIPP SOCAL PUBLIC SCHOOLS; and
DOES 1 to 25, inclusive,

15 Defendants.
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Case No.: 24STCV14877

*[Assigned for all purposes to Honorable
Theresa M. Traber, Judge]*

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Filed Concurrently with Notice of Motion,
Memorandum of Points and Authorities,
Declaration of Alexis Rocha, Declaration of
Michael Sutherland, Proposed Order]

Hearing Date: May 27, 2026

Time: 10:30 a.m.

Department: 1

Complaint Filed: June 13, 2024

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1 Commission Wage Order No. 4. According to Plaintiff, Defendant did not consistently relieve
2 employees of all duties during rest and meal periods, and staffing practices and workplace
3 culture made it difficult or impossible for employees to take timely, uninterrupted breaks.
4 Plaintiff also alleges that Defendant failed to provide accurate itemized wage statements, failed
5 to timely pay all wages due during employment and upon separation, and failed to reimburse
6 necessary business expenses.

7 7. On January 4, 2024, Plaintiff notified Defendant and the California Labor and
8 Workforce Development Agency (“LWDA”), pursuant to the California Private Attorneys
9 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”), of alleged Labor
10 Code violations committed by Defendant. A true and correct copy of the letter to the LWDA
11 dated January 4, 2024 is attached hereto as **Exhibit 2**. On June 13, 2024, Plaintiff filed a Class
12 Action and PAGA Complaint in the Los Angeles Superior Court, Case No. 24STCV14877, on
13 behalf of himself and others similarly situated, asserting claims for unpaid wages, meal and
14 rest period violations, wage statement violations, waiting time penalties, reimbursement of
15 business expenses, civil penalties under the California Private Attorneys General Act of 2004
16 (“PAGA”), and unfair competition under Business and Professions Code section 17200, et seq.
17 A true and correct copy of the complaint is attached is attached hereto as **Exhibit 3**. Defendant
18 filed its Answer to the Complaint on September 12, 2024.

19 8. After the commencement of the action, the Parties met and conferred and
20 agreed that it may be in their mutual interests to explore resolution of Plaintiff’s claims without
21 engaging in prolonged and costly litigation. The Parties participated in informal discovery and
22 exchanged information relevant to the claims and defenses in the action, including written
23 policies, timekeeping and payroll records, and other employment-related documents.

24 9. On May 12, 2025, the Parties participated in a private mediation with Steve
25 Pearl, Esq., a neutral and experienced mediator. The mediation was conducted at arm’s length
26 and in good faith. Following negotiations facilitated by the mediator, the Parties reached
27 agreement on the material terms of a proposed class and PAGA settlement. Defendant
28 continues to deny any liability or wrongdoing of any kind.

1 10. After further negotiations, the Parties finalized a written settlement agreement.
2 Plaintiff now submits the proposed Settlement to the Court for preliminary approval. The
3 Parties seek to fully and finally resolve all claims asserted or that could have been asserted in
4 the Action, subject to Court approval

5 ***Ascertainable and Numerous Class***

6 11. Plaintiff maintains that the above-defined Class is ascertainable because its
7 members may be identified by reference to Defendant's records and Defendant has agreed to
8 share the relevant information from its records to facilitate the settlement process. Therefore,
9 the Settlement Class is ascertainable.

10 12. Defendant estimates that it employed approximately 1,326 employees for the
11 period of June 13, 2020, through May 12, 2025. Plaintiff maintains that it would be impractical
12 and economically inefficient to require each Class Member to separately maintain an
13 individual action or be joined as a named plaintiff in this action.

14 ***Predominant Common Questions***

15 13. The Parties agree that for the purposes of the Settlement only, the claims of the
16 Class Members all stem from the same sources. Plaintiff asserts that all Class Members were
17 subject to the same or similar operations and employment policies, practices, and procedures.
18 The claims arise from Defendant's alleged uniform policy of failing to properly account for all
19 time worked and failing to, among other things, properly pay minimum and overtime wages,
20 provide off-duty meal and rest periods, indemnify Class Members for business expenses,
21 timely pay wages during employment and upon termination, and provide compliant wage
22 statements, all of which Plaintiff claims constitute unfair business practices and give rise to
23 PAGA penalties. Plaintiff asserts that common questions include, but are not limited to: (1)
24 Whether Defendant failed to pay all wages earned to Class Members for all hours worked at
25 the correct rates of pay; (2) Whether Defendant failed to provide the Class with all meal and
26 rest periods in compliance with California law; (3) Whether Defendant failed to pay the Class
27 one additional hour of pay on workdays they failed to provide the class with one or more meal
28 or rest periods in compliance with California law; (4) Whether Defendant failed to indemnify

1 the Class for all necessary business expenditures incurred during the discharge of their duties
2 including, but not limited to, personal mobile phones; (5) Whether Defendant knowingly and
3 intentionally failed to provide the Class with accurate and complete itemized wage statements;
4 (6) Whether Defendant willfully failed to provide the Class with timely final wages; and (7)
5 Whether Defendant engaged in unfair competition within the meaning of Business and
6 Professions Code section 17200, *et seq.*, with respect to the class.

7 *Typicality*

8 14. Plaintiff contends that his claims are typical for the purposes of certifying the
9 Settlement Class. Plaintiff, like absent Class Members was subject to the same relevant
10 policies and procedures governing his compensation, hours of work, and meal and rest periods.
11 Because Plaintiff contends that he was subject to the same general course of conduct as absent
12 Class Members, resolving the common questions as they apply to Plaintiff will determine
13 Defendant's *prima facie* liability to all the Class Members. Moreover, Plaintiff's claims could
14 potentially be subject to the same primary affirmative defenses as those of absent Class
15 Members. Accordingly, Plaintiff's claims are typical of the Class.

16 *Adequacy*

17 15. Where the plaintiff has adequate counsel, the plaintiff may represent the entire
18 class absent any disabling conflicts of interest that might hinder the plaintiff's ability to
19 represent the class.

20 16. To the best of my knowledge, neither Plaintiff nor I have any conflicts of
21 interest with the absent Settlement Class Members. Plaintiff contends that he is an adequate
22 class representative. Plaintiff and the Class Members have strong and co-extensive interests in
23 this litigation because they all worked for Defendant during the relevant time period, allegedly
24 suffered the same alleged injuries from the same alleged course of conduct, and there is no
25 evidence of any conflict of interest between Plaintiff and the Class Members. Moreover,
26 Plaintiff has demonstrated his commitment to the Settlement Class by, among other things,
27 retaining experienced counsel, providing counsel with documents and extensively speaking
28 with them to assist in identifying the claims asserted in this case, and exposing herself to the

1 risk of attorneys' fees and costs awards against him if this lawsuit had been unsuccessful.

2 ***Background of Class Counsel***

3 17. I received my Juris Doctorate degree from Loyola Law School in 2010.

4 18. In December of 2010, the Supreme Court for the State of California admitted
5 me as an Attorney and Counselor at Law and licensed me to practice law in all the Courts of
6 this State. Thereafter, I started my own law firm in 2011 – the Law Offices of Harout
7 Messrelian.

8 19. Since 2016, I have been the founder and principal attorney at Messrelian Law,
9 Inc.

10 20. In my representation of employees, I have prosecuted hundreds of lawsuits and
11 claims on behalf of employees with claims of minimum wage violations, overtime violations,
12 rest and meal period violations, and other wage claims.

13 21. Since 2011, I have filed and handled over 350 civil actions and/or claims
14 involving representative actions under the Private Attorneys General Act ("PAGA") and/or
15 wage and hour claims on behalf of my clients and have been appointed Class Counsel in
16 various class action cases, including:

- 17 a. *Zohrab Mekhitarian v. Triple Play Motors dba Bob Smith Toyota*, Los Angeles
18 Superior Court Case No. 19STCV22411 (ADR Services, Inc., Case Number 20-
19 2668-RWT)
- 20 b. *Carina Camberos, on behalf of herself and others similarly situated, v. Great*
21 *American Chicken Corp, Inc.*, Los Angeles Superior Court Case No.
22 21STCV32015,
- 23 c. *Robert Garcia, on behalf of himself and others similarly situated v. HD Supply*
24 *Management Inc.*, San Bernardino Superior Court Case No. CIVSB2028067
- 25 d. *Alfredo Betancourt v. L3 Technologies, Inc.*, San Mateo County Superior Court,
26 Case no. 23-CIV-05704.

27 ***Class Action Treatment is Superior***

28 22. A class action is also superior to other means of adjudicating the issues in this

1 action. The predominance of common legal and factual questions shows that this Court could
2 fairly adjudicate the claims of Class Members through a single class action. In view of the
3 *theoretical* alternatives that proposed class members could potentially utilize—representative
4 PAGA action (where there is less relief available), individual civil lawsuits or wage claims
5 through the Division of Labor Standards Enforcement (where there would be relatively little
6 money at stake, but the claims would be time-consuming to litigate)—a class action is plainly
7 superior to all of them. Thus, this consideration supports conditional class action treatment for
8 purposes of this Settlement only.

9 ***The Settlement is Presumptively Fair***

10 23. The class settlement here satisfies all of the *Kullar* factors. The Settlement
11 resulted from thorough, arm’s-length, negotiations between experienced counsel with the
12 assistance of a respected mediator after sufficient discovery was exchanged to assess the
13 relative strengths and weaknesses of their respective cases and Defendant’s estimated
14 exposure. Both Defense counsel and I are particularly experienced in employment law and
15 wage and hour class/PAGA actions. We are experienced and qualified to evaluate the class and
16 PAGA claims, the viability of the defenses, and the risks and benefits of settlement versus trial
17 on a fully informed basis. I have negotiated many wage and hour class/PAGA settlements,
18 including many involving the same issues presented here. Counsel on both sides share the view
19 that the Settlement is a fair and reasonable settlement in light of the complexities of the case
20 and uncertainties of class certification and litigation, and a fair result for the Class Members.

21 ***Adequacy***

22 24. The Parties reached the Settlement through arm’s-length bargaining with the aid
23 of a respected mediator. The Parties conducted sufficient investigation and discovery to allow
24 Counsel and the Court to act intelligently. Plaintiff considered various sources of information
25 in the lead-up to and during the private mediation of May 12, 2025, that enabled Plaintiff to
26 achieve the Settlement at issue.

- 27
 - Defendant produced and I reviewed Plaintiff’s payroll records.
 - I requested that Defendant produce any and all policies on “off the clock” work,
28 meal and rest periods, sick leave, and reimbursement of expenses in effect during

1 the relevant time period. Defendant produced policies as part of its employee
2 handbook.

- 3 • I requested that Defendant provide the total number of employees, paychecks, and
4 the pay cycles during the relevant period. Defendant provided the answers to each
5 of these questions.
- 6 • I requested sample time and payroll records for the relevant time period. Defendant
7 produced time and pay records for all of its employees from June 13, 2020 through
8 May 8, 2025.
- 9 • I then retained a professional data analyst, James Toney, to examine the records and
10 determine if there was any pay discrepancy in timesheet hours versus paid hours,
11 meal and rest break violations, and if there was any rounding/time shaving issues.
12 Plaintiff is prepared to provide the Court with the data analysis for *in camera*
13 inspection upon its request.
- 14 • I analyzed the state of caselaw on meal and rest break claims, claims for off-the-
15 clock work, claims for unreimbursed expenses, and claims for not providing sick
16 leave.

17 25. Defendant disclosed that there were approximately 103,866 workweeks during
18 the Class Period. Based on this information and with the aid of the data analyst, I prepared
19 “damages” estimates to determine Defendant’s maximum exposure in connection with the
20 settlement negotiations. I calculated the maximum potential damages for meal period
21 violations, rest period violations, off-clock work violations, and unreimbursed expenses
22 violations, to be approximately \$4,662,294.13 (exclusive of penalties and interest) and
23 maximum damages for derivative claims of \$2,572,550.00 for wage statement penalties and
24 \$2,679,213.60 for waiting time penalties. The estimates are in essence “home run” projections
25 that do not factor in any of the risks involved in litigating this Action and are not in line with
26 reality, especially when considering Defendant’s policies and its position on the issues. A
27 detailed explanation of Plaintiff’s valuation is set forth below.

28 a. Meal Break Violations

Plaintiff alleges that Defendant failed to provide Plaintiff and Settlement Class
Members lawful meal breaks. Expert analysis of the sample time and payroll records revealed
a 70.3% violation rate. Accordingly, Plaintiff calculates the maximum potential damages for
meal break violations as follows:

	324,920 (class shift count = 436,238 x 74.5% (shifts > 5.0 hours in sample))
x	21.1% (violation rate in sample)

$$\begin{array}{r}
 \times \quad \$20.65 \text{ (standard hourly rate)} \\
 - \quad \$897,237.75 \text{ (premiums paid)} \\
 \hline
 \$518,487.43
 \end{array}$$

b. Rest Break Violations

Plaintiff also contends that Defendant failed to authorize and permit lawful rest breaks.

Based on information provided by Plaintiff, Plaintiff estimates a 100.0% violation rate.

Plaintiff calculates the maximum potential damages for rest break violations as follows:

$$\begin{array}{r}
 417,289 \text{ (class shift count = } 436,238 \times 95.7\% \text{ (shifts } > 3.5 \text{ hours in sample))} \\
 \times \quad 21.1\% \text{ (violation rate in sample)} \\
 \times \quad \$20.65 \text{ (standard hourly rate)} \\
 \hline
 \$1,818,190.76
 \end{array}$$

c. Off-the-Clock Work

Plaintiff contends that Defendant violated minimum and overtime wages by requiring employees to work off-the-clock. Plaintiff calculates the maximum potential damages due to off-the-clock work as follows:

$$\begin{array}{r}
 36,353 \text{ hours (off-the-clock work hours = } 436,238 \text{ (total shifts) } \times 5.0 \\
 \text{(off-the-clock minutes per shift) = } 2,181,190 \text{ off-the-clock work minutes} \\
 \text{divided by 60 minutes)} \\
 \times \quad \$30.98 \text{ (average overtime rate)} \\
 \hline
 \$1,126,215.94
 \end{array}$$

d. Failure to Reimburse Business Expenses

Plaintiff alleges that Defendant required her and the others to use their personal cell phones in the course of performing their duties. Plaintiff calculates the maximum potential damages for unreimbursed expenses as follows based on a \$50 estimated monthly phone bill:

$$\begin{array}{r}
 23,988 \text{ (total month count)} \\
 \times \quad \$50.00 \text{ (estimate monthly phone bill)} \\
 \hline
 \$1,199,400.00
 \end{array}$$

e. Failure to Timely Pay Wages Upon Termination

Plaintiff alleges that Defendant failed to pay employees premium wages for meal and rest period violations and failed to pay all wages owed. As a result, discharged and quitting employees were not paid in full as required by the Labor Code. Plaintiff calculates the maximum value of this claim as follows:

$$\begin{array}{r}
 636 \text{ (termination count)} \\
 \times \$4,212.60 \text{ (amount per termination = } 204.00 \text{ (waiting hours) } \times \$20.65 \\
 \text{(standard hourly rate))} \\
 \hline
 \$2,679,213.60
 \end{array}$$

f. Failure to Furnish Accurate Itemized Wage Statements

Plaintiff alleges that because Defendant required employees to work off the clock, Class Members' hours worked and wages earned were not accurately listed on the wage statements. Plaintiff calculates the maximum value of this claim as follows:

$$\begin{array}{r}
 \$46,250 \text{ (first violation total = } 925 \text{ (period count) } \times \$50.00 \text{ (first} \\
 \text{violation amount))} \\
 + \$2,776,300 \text{ (subsequent violation total = } 28,688 \text{ (remaining period} \\
 \text{count) } \times \$100.00 \text{ (subsequent violation amount))} \\
 - \$250,000.00 \text{ (violations under } \$4,000) \\
 \hline
 \$2,572,550.62
 \end{array}$$

g. Civil Penalties Under PAGA

Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each subsequent violation for each aggrieved employee for each pay period. Defendant represented that there were approximately 34,638 total pay periods for all of the Aggrieved Employees during the PAGA Period. Applying the same violation rates to the total pay periods, Plaintiff calculates the maximum value of the PAGA claim as follows:

PAGA Amounts

	Catch-All LC § 558	Off-the-Clock LC § 1174/1197	Reimbursement LC § 2802	Meal Breaks LC § 512/226.7	Rest Breaks LC § 512/226.7	Paystubs LC § 226(a)	Waiting Time LC § 203	Total
Period Count	34,638	34,638	16,000	29,400	34,638	34,638	310	
Penalty	\$100.00	\$100.00	\$100.00	\$50.00	\$100.00	\$250.00	\$100.00	
Total	\$3,463,800.00	\$3,463,800.00	\$1,600,000.00	\$1,470,000.00	\$3,463,800.00	\$8,659,500.00	\$31,000.00	\$22,151,900.00

This figure is calculated by stacking each of the maximum recoverable civil penalty estimates for the PAGA claims. This estimate represents a “homerun” scenario and does not reflect the practical realities of this case. It also fails to account for the risks discussed below and assumes a violation occurred in every single pay period.

26. The Settlement obviates the significant risk that this Court may deny

1 certification of some or all of Plaintiff's claims. Even if Plaintiff obtained certification of some
2 or all of the claims, continued litigation would be expensive, involving a trial and possible
3 appeals, and would substantially delay and reduce any recovery by the Class Members. While
4 Plaintiff is confident in the merits of his case, a legitimate controversy exists as to each cause
5 of action. To illustrate this consideration, below is brief summary of some of Defendant's
6 arguments and some of the issues Plaintiff's counsel discovered while analyzing the class data
7 and expert findings, all of which Plaintiff disputes, but nevertheless acknowledges as potential
8 threats to the Settlement Class's claims.

- 9 • Defendant argues that Settlement Class Members will testify that they were clearly
10 advised by Defendant and fully understood—that they were authorized to take meal
11 periods within each five-hour work period and were required to take those breaks
12 before the end of the fifth hour. Defendant further asserts that its timekeeping
13 system, UKG, automatically paid meal period premiums for any identified
14 violations. Accordingly, Defendant argues that no uncompensated meal period
15 violations should exist because any violation would have triggered payment of the
16 premium required by the Labor Code. As it relates to rest breaks, there is no
17 documentary proof that rest period violations occurred, which is also the reason that
18 Plaintiff's counsel used the alleged meal period violation rate and extrapolated it for
19 rest period violations in the class exposure calculation. Defendant also contends that
20 individualized proof will be needed to establish liability on Plaintiff's rest period
21 claims.
- 22 • Defendant contends that there is no common proof for Plaintiff's claim that he was
23 required to work off-the clock ("OTC") and that some of that OTC work, if
24 properly accounted for, would have resulted in work to be compensated at overtime
25 rates. In fact, Defendant argues, time records do not provide common proof
26 because, by definition, they do not show such time. Defendant argues that one
27 would have to examine, and cross-examine for credibility, each individual's separate
28 claims of supposed OTC work. Further, Defendant argues, each Class Member
would need to overcome this credibility hurdle in the face of his/her own time
records, which show no OTC work and further would have to prove that his/her
individual manager knowingly suffered or permitted the work. Additionally, as a
matter of company policy, Defendant required supervisors to meet with employees
to review their "punch cards" for accuracy, including verification of hours worked
and confirmation of whether employees performed any OTC work. The stated
purpose of this policy was to ensure that Defendant compensated for any OTC work
if an employee reported having performed such work during the pay period.
Moreover, Plaintiff's data expert noted that there was no rounding of work hours
and that work hours were out to the second decimal point.
- Defendant contends that Plaintiff cannot recover waiting time or wage statement
penalties based upon the failure to pay Labor Code section 226.7 premium wages
for meal and rest period violations. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 40
Cal. App. 5th 444 (2019) (review granted Jan. 20, 2020) (actions for violations of

1 Labor Code's meal break provisions do not entitle employees to pursue derivative
2 waiting time and itemized wage statement penalties).

- 3 • As it relates to any potential regular rate issues, Plaintiff's data expert found
4 bonuses paid in only approximately 1.8% of pay periods and affecting 3% of the
5 class members. Regardless, Defendant has argued that the bonuses were gratitude
6 bonuses for employees assisting in closing of the schools at the end of the school
7 days. As such, Defendant argues that the bonuses were discretionary, meaning they
8 would not be included when calculating the regular rate for overtime purposes.
9 Moreover, Plaintiff's data expert found that overtime hours were paid correctly
10 when paid out.
- 11 • There is a risk that the Court may consider Plaintiff's claims as to Defendant's
12 alleged failure to indemnify for business expenses to be individual in nature and
13 unfit for class wide resolution. Additionally, Defendant's policy was that employees
14 were prohibited from using personal cellphones and provided training to ensure that
15 personal cell phones were not used. In fact, Defendant argues that business phones
16 were provided to employees and their campuses had computers for employees to
17 use to clock-in and out if they were experiencing issues with their company-
18 provided devices.

12 27. As noted above, Defendant contests liability, as well as the propriety of
13 certification, and is prepared to vigorously oppose certification and to defend against all of
14 Plaintiff's claims if the Action is not settled. Given the potential damages, as well as the
15 substantial risks to recovery discussed herein, including the uncertainties in achieving class
16 certification, Plaintiff's Counsel had to discount the value of the claims during settlement
17 negotiations. For the Class claims, Plaintiff's Counsel estimates a 60 percent likelihood of
18 obtaining and maintaining certification, which reduces the value of these claims from
19 approximately \$9,914,058.35 to approximately \$5,948,435.01. Defendant, however, asserts
20 that there are significantly lower prospects of certification. Plaintiff's Counsel further estimates
21 that there is a 60 percent chance that Plaintiff will prevail at trial on his Class claims, further
22 reducing the value of the claims to approximately \$3,569,061.01. For the PAGA claims,
23 Plaintiff's Counsel understands that the chances of recovering penalties are low, especially for
24 off-the-clock work, unreimbursed business expenses, waiting time penalties, and paystub
25 violations. Moreover, Plaintiff's Counsel is unaware of any California State court decision
26 awarding a plaintiff and the other Aggrieved Employees he represents multiple civil penalties
27 (i.e. stacking penalties) for the same pay period under different Labor Code provisions. As
28 such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties

1 arising under the various Labor Code statutes. Additionally, PAGA states a court has discretion
2 to award a lesser amount than the maximum penalty. In addition to stacking potential penalties,
3 this calculated maximum exposure also presumes that the Court will not reduce the penalty
4 award as unjust, arbitrary, oppressive, or confiscatory. Given this, Plaintiff's Counsel
5 concluded it was appropriate to substantially discount the value of these claims in the
6 settlement negotiations for this and a variety of other reasons. At best, Plaintiff could only
7 reasonably hope to recover one penalty for each pay period (regardless of the different Labor
8 Code violations that potentially occurred for the same employee, during the same pay periods).
9 Accordingly, Plaintiff estimated Defendant's maximum realistic potential penalty exposure to
10 be approximately \$3,463,800, based on approximately 34,638 PAGA Pay Periods and the
11 statutory \$100 per-pay-period penalty for any alleged violation. All in all, considering all of the
12 risks detailed above, as well as potential manageability issues, the risk of not prevailing at trial,
13 the risk that, even if Plaintiff prevailed, the damages would be limited due to the largely
14 discretionary nature of the damages, and taking into account Defendant's defenses, Plaintiff
15 applied a 60 percent discount to the maximum realistic potential PAGA exposure of
16 \$3,463,800, leaving 60 percent of that amount, or \$2,078,280, as the risk-discounted realistic
17 potential exposure. Therefore, if this case advanced to trial and Class Counsel succeeded on all
18 of Plaintiff's claims, attorney's fees and costs may have significantly reduced the recovery
19 awarded to the Class. Furthermore, there is always a risk that a trial of this magnitude can
20 become unmanageable. Defendant's maximum exposure on Plaintiff's Class and PAGA claims
21 total approximately \$13,377,858.35 and potential recovery totals approximately \$5,647,341.01.
22 Thus, a settlement of \$1,220,000 (approximately 9.1% of the maximum exposure and 21.6% of
23 the potential recovery) is a great result and a proportion sanctioned by existing case law.

24 28. While Plaintiff believes the evidence gathered through Plaintiff's discovery
25 supports the merits of the claims asserted in this lawsuit, Plaintiff recognizes that continued
26 litigation presents significant risks that support a downward departure from Defendant's
27 estimated liability exposure. In view of the risks, the Settlement reflects my estimate of the
28 total amount of damages, monetary penalties or other relief that the class could reasonably

1 expect to be awarded at trial, taking into account the likelihood of prevailing and other
2 attendant risks. It also represents a fair, adequate, and reasonable compromise amount for these
3 claims and warrants preliminary approval.

4 ***Allocation of the PAGA Payment***

5 29. The settlement of PAGA penalties in the sum of \$120,000, of which 75%
6 (\$90,000) will be paid to the LWDA and 25% (\$30,000) will be distributed to the Class, is
7 reasonable and appropriate under the circumstances. The Parties negotiated a good faith
8 amount for PAGA penalties to be paid to the LWDA and to the Settlement Class. Where, as
9 here, the parties reach a substantial settlement providing employees with monetary
10 compensation for underlying Labor Code violations, many of PAGA's underlying policy
11 objectives are satisfied. Accordingly, there exists a substantial likelihood that the Court would
12 exercise its discretion and reduce the amount awarded for PAGA penalties even if Plaintiff
13 proved successful at trial. Additionally, PAGA's shorter statute of limitations justifies a limited
14 allocation when compared to the amount allocated for Labor Code violations. Here, the
15 \$120,000 PAGA Settlement Amount is well within the range approved by California courts and
16 therefore should be approved.

17 ***Attorneys' Fees and Costs***

18 30. I intend to request Class Counsel Attorneys' Fees of \$406,666.67 (one-third of
19 the GSA) and Class Counsel's litigation costs incurred in prosecuting this Action, which I
20 currently estimate to be approximately \$13,296.64 and will be no more than \$20,000.00 at the
21 conclusion of matters related to the Settlement. In view of my efforts and risks in pursuing this
22 case these amounts are well within the range of reasonableness and thus warrant this Court's
23 preliminary approval. In addition, based on my experience in wage and hour class action
24 matters, fee awards of approximately one-third of the settlement fund are routinely approved as
25 reasonable. I have been awarded attorneys' fees equaling approximately one-third of the fund
26 in several recent wage and hour class actions.

27 31. The amount of fees and costs requested are commensurate with (1) the risk
28 Class Counsel took in bringing the case, (2) the extensive time, effort and expense dedicated to

1 the case, (3) the skill and determination Class Counsel has shown, (4) the results Class Counsel
2 achieved, (5) the value of the Settlement Class Counsel achieved for the class, and (6) the other
3 cases Class Counsel turned down to devote time to this matter. I met and conferred with
4 Defendant's counsel on numerous occasions, reviewed and analyzed hundreds of pages of data
5 and documents provided by Defendant, researched applicable law, prepared estimates of
6 "damages" for purposes of settlement discussions, and engaged in a full day of mediation,
7 among other tasks.

8 32. I have borne all the risks and costs of litigation and will receive no
9 compensation until recovery is obtained. I am well-experienced in wage-and-hour class action
10 and PAGA litigation and used that experience to obtain a fair result for the Class. Considering
11 the amount of the attorney fees requested, the work performed, and the risks incurred, the
12 requested fees and costs are reasonable and should be awarded.

13 ***Service Award to Plaintiff***

14 33. The Settlement provides that Plaintiff may seek a Service Award of \$5,000.00.
15 This amount is entirely reasonable given Plaintiff's efforts in this Action and the risks he
16 undertook on behalf of Class Members. Plaintiff has devoted many hours advancing the
17 interests of the Settlement Class. Plaintiff has done this by, among other things, retaining
18 experienced counsel, providing them with information about his work history with Defendant
19 and Defendant's policies and practices with respect to the wage and hour claims at issue,
20 assisting counsel in identifying witnesses, and being actively involved in the settlement process
21 to ensure a fair result for the Settlement Class as a whole. In doing this, Plaintiff has been
22 exposed to significant risks, including the risk of an order to pay Defendant's attorneys' fees
23 and costs if this action had been unsuccessful (*See* Labor Code §§ 218.5-218.6). The efforts
24 and risks that Plaintiff undertook on behalf of the Settlement Class show that the proposed
25 Service Award is fair, adequate, and reasonable, and thus warrant preliminary approval.

26 ***Individual Settlement Payments***

27 34. Settlement Payments will be calculated and apportioned from the Net
28 Settlement Amount and Net PAGA Amount based on the number of workweeks a Class

1 Member worked during the Class Period and the number of PAGA pay periods an Aggrieved
2 Employee worked during the PAGA Period, respectively. This method compensates Class
3 Members based on the extent of their potential injuries, in that Class Members who worked for
4 Defendant longer would have been subject to more alleged violations, it is fair, adequate, and
5 reasonable.

6 ***Notice By First Class U.S. Mail Only (No Email)***

7 35. The Settlement provides that the Settlement Administrator shall be responsible
8 for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. The
9 Settlement Administrator will also create a website for the Settlement, which will allow Class
10 Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers
11 filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement.
12 Additionally, the Settlement website will provide contact information for Class Counsel and
13 the Settlement Administrator. (*see* Settlement, ¶ 16b). The Class Notice (attached as Exhibit A
14 to the Settlement Agreement) provides Class Members with all pertinent information that they
15 need to fully evaluate their options and exercise their rights under the Settlement. Specifically,
16 it clearly and concisely explains, among other things: (1) what the Settlement is about; (2) who
17 is a Settlement Class Member; (3) how Class Counsel will be paid; (4) how to submit an
18 exclusion request not to be bound by the Settlement; (5) how to object to the Settlement; (6)
19 how the Settlement will be allocated; (7) how payments to Class Members will be calculated;
20 (8) how the disputes will be resolved; and (9) the estimated Individual Settlement Payment for
21 each Class Member. Additionally, the Notice will include the number of Workweeks a Class
22 Member had during the Class Period and the number of PAGA Periods an Aggrieved
23 Employee had during the PAGA Period. Accordingly, the Class Notice should be approved
24 because it describes the Settlement with sufficient clarity and specificity to explain to Class
25 Members what this action is about, their rights under the Settlement, and how to exercise those
26 rights. As such, the parties' proposed Class Notice fully complies with California Rules of
27 Court 3.766(d) and 3.769(f) and will allow Class Members to make informed responses to the
28 proposed settlement.

1 ***Settlement Administration Duties***

2 36. The Settlement Administrator's duties are outlined in paragraphs 16-20, 22-24,
3 28, 30-31, 33-34, and 42 of the Settlement and in the bid provided by Apex Class Action
4 Administration, a true and correct copy of which is attached hereto as **Exhibit 4**. *See also*
5 Declaration of Michael Sutherland.

6 ***Settlement Administration Costs***

7 37. The Settlement Administration Cost is reasonable. Before agreeing to APEX
8 Class Action Administration's \$14,490.00 proposal, the Parties sought and reviewed bids from
9 other reputable third-party administrators and compared the bids. First, the Parties obtained an
10 estimate from Phoenix Class Action Administration Solutions, totaling \$15,842.50, then
11 another estimate from ILYM Group, Inc., totaling \$15,750.00. A true and correct copy of the
12 bid from APEX Class Action Administration is attached hereto as **Exhibit 4**. A true and correct
13 copy of the bid from ILYM Group, Inc. is attached hereto as **Exhibit 5**. A true and correct copy
14 of the bid from Phoenix Class Action Administrative Solutions is attached hereto as **Exhibit 6**.
15 The bid provided by APEX Class Action Administration was the lowest. Thus, settlement
16 administration costs provision should be given preliminary approval.

17 ***Uncashed Checks***

18 38. All Settlement Award checks shall remain valid and negotiable for one hundred
19 eighty (180) days from the date of their issuance and may thereafter automatically be canceled
20 if not cashed within that time. Thereon, any remaining funds from checks that are returned as
21 undeliverable or are not negotiated will be distributed to the California State Controller
22 Unclaimed Property Fund in the name of the intended recipient thereby leaving no "unpaid
23 residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b). (*see*
24 Settlement, ¶¶ 35 and 36).

25 ***Notice of Settlement to the LWDA***

26 39. Pursuant to Labor Code § 2699(1)(2), Plaintiff submitted a copy of the
27 Settlement with the Labor and Workforce Development Agency ("LWDA") at the same time
28 Plaintiff's Motion is being filed with the Court. A true and correct copy of Plaintiff's

1 submission with the LWDA and a confirmation email is attached hereto as **Exhibit 7**.

2
3 I declare under the penalty of perjury of the laws of the State of California that the
4 foregoing is true and correct to the best of my knowledge.

5 Executed on February 5, 2026 at Los Angeles, California.

6
7 
8 HAROUT MESSRELIAN,
9 Declarant
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EXHIBIT 1

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ALEXIS ROCHA and others similarly
situated

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Attorneys for Defendant
KIPP SOCAL PUBLIC SCHOOLS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALEXIS ROCHA, on behalf of himself, all
others similarly situated, and on behalf of
other "aggrieved employees" under PAGA,

Plaintiff(s),

vs.

KIPP SOCAL PUBLIC SCHOOLS, and
DOES 1-25, inclusive,

Defendant(s).

Case No. 24STCV14877
[Complex Class Action]

Judge: Hon. Theresa M. Traber
Dept.: 1

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: June 13, 2024
Trial Date: Not set

FREEMAN MATHIS & GARY, LLP
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action and PAGA Settlement Agreement and Release (the "Settlement Agreement," "Settlement" or "Agreement") is entered into between Plaintiff Alexis Rocha ("Plaintiff"), individually and on behalf of all other similarly situated persons, and Defendant KIPP SoCal Public Schools ("Defendant"), subject to the approval of the Court. Plaintiff and Defendant are collectively referred to as the "Parties."

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. "Class Action/PAGA Action" means the above-captioned action, *Alexis Rocha v. KIPP SoCal Public Schools*, filed on June 13, 2024, in the Superior Court of California, County of Los Angeles, Case Number 24STCV14877.

b. The Class Action/PAGA Action is collectively referred to as the "Action" as used herein.

c. "Aggrieved Employees" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

d. "Class" or "Class Members" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period.

e. "Class Counsel" means Messrelian Law, Inc.

f. "Class Counsel's Costs" refers to the amount of reasonable litigation expenses ClassCounsel incurred in connection with this Action, which shall not exceed Twenty-Thousand Dollars (\$20,000.00), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

g. "Class List" means a list of Class Members that Defendant will compile from their record. The Class List shall include: each Class Member's full name; last known address; last known email address; last known telephone number; Social Security number; the total number of workweeks that each Class Member worked in the state of California during the Class Period; and the total number of pay periods that each Aggrieved Employee worked in the state of California during the PAGA Period.

h. "Class Period" means any time between June 13, 2020, through either (1) the date of the Court's preliminary approval, of if applicable, (2) an alternate date pursuant to the escalator clause in Section 23.b.

i. "Court" means the Superior Court of California, County of Los Angeles.

j. "Defendant" means KIPP SoCal Public Schools

k. "Defendant's Counsel" means Freeman Mathis & Gary, LLP.

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1 l. "Effective Date" means the date of the later of: (a) if there are no
2 objections submitted, entry by the Court of a final approval order and judgment finally
3 certifying the Settlement Class and approving the settlement, or (b) if there are objections to the
4 settlement, sixty (60) days after the Court enters a final approval order and judgment approving
5 the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's
6 final approval order approving the settlement has been filed, five (5) business days after any
7 appeal, writ, or other appellate proceedings opposing the settlement have been finally and
8 conclusively dismissed with no right to pursue further remedies or relief.

9 m. "Fee Award" means the award of attorneys' fees that the Court authorizes
10 to be paid to Class Counsel for the services they rendered to Named Plaintiff, Class Members,
11 and the Settlement Class in the Action. Class Counsel will not seek more than one-third (1/3)
12 of the Gross Settlement Amount as their Fee Award.

13 n. "Final" shall mean, with respect to a judgment or order, that the judgment
14 or order is final and appealable and either (a) no appeal, motion, or petition to review or
15 intervene has been taken with respect to the judgment or order as of the date on which all times
16 to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal,
17 motion or petition to intervene or other review proceeding of the judgment or order has been
18 commenced, such appeal, motion or petition to intervene or other review is finally concluded
19 and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-
20 argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such
21 appeal or other review has been finally resolved in such manner that affirms the judgment or
22 order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining
23 solely to the award of attorneys' fees, attorneys' costs, or any Service Award shall not by itself
24 in any way delay or preclude the judgment from becoming a final judgment or the Settlement
25 from becoming "Effective."

26 o. "Final Approval" or "Final Approval Order" means the Court's Final
27 Approval Order approving the Settlement and entering judgment.

28 p. "Final Approval Hearing" means the hearing to be held by the Court to
consider the Final Approval of the Settlement.

q. "Gross Settlement Amount" means the non-reversionary total amount of
the Gross Settlement Payment. The Gross Settlement Amount includes: (a) all Settlement
Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Award; (d) Fee Award
and Class Counsel's Costs; and (e) Settlement Administration Costs to the Settlement
Administrator. There will be no reversion.

r. "Gross Settlement Payment" means the non-reversionary total amount
that Defendant shall pay in connection with this Settlement in exchange for the release of the
Settlement Class Members' and Aggrieved Employees' Released Claims. The Gross Settlement
Payment is the gross sum of One Million Two Hundred Twenty Thousand Dollars and Zero
Cents (\$1,220,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 23.b
below. Except for the Defendant's employer's portion of payroll taxes on Settlement Awards to
Class Members ("Defendant's Payroll Taxes"), the Parties agree that Defendant will have no
obligation to pay any amount in connection with this Settlement Agreement apart from the Gross
Settlement Payment and Defendant's Payroll Taxes. There will be no reversion.

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1 s. "Net PAGA Amount" means the Twenty-Five Percent (25%) of the
2 amount of civil penalties under the PAGA, or Thirty Thousand Dollars (\$30,000.00).

3 t. "Net Settlement Amount" means the Gross Settlement Amount less: (i)
4 Service Awards; (ii) Fee Award; (iii) Class Counsel's Costs; (iv) Settlement Administrator
5 Costs; (v) the payment to Labor and Workforce Development Agency ("LWDA") for its share
6 of PAGA penalties; and (vi) the Net PAGA Amount. The Parties acknowledge that all of these
7 amounts are subject to the Court's approval.

8 u. "Notice Deadline" means the date sixty (60) days after the Settlement
9 Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to
10 object to, or opt out of, the Settlement.

11 v. "PAGA Payment" means One Hundred Twenty Thousand Dollars
12 (\$120,000) in civil penalties under the Private Attorneys General Act ("PAGA").

13 w. "PAGA Period" means any time between January 4, 2023, through either
14 (1) the date of the Court's preliminary approval, or if applicable, (2) an alternate date
15 pursuant to the escalator clause in Section 23.b.

16 x. "Parties" means the parties to this Agreement: Plaintiff Alexis Rocha and
17 Defendant KIPP SoCal Public Schools.

18 y. "Plaintiff" means Alexis Rocha.

19 z. "Preliminary Approval" or "Preliminary Approval Order" means the
20 Court's Preliminary Approval Order preliminarily approving the terms and conditions of this
21 Agreement.

22 aa. "Qualified Settlement Fund" means a qualified settlement fund under
23 Section 468B of the Internal Revenue Code established by the Settlement Administrator for the
24 purpose of administering this Settlement.

25 bb. "Releasees" or "Released Parties" means Defendant KIPP SoCal Public
26 Schools and its officers, directors, employees, attorneys, insurers, reinsurers, successors, and
27 assigns, and any individual or entity that could be liable for any of the Released Claims.

28 cc. "Service Award" means the payment to Plaintiff Alexis Rocha for his
efforts in bringing and prosecuting this matter. The Service Award will not exceed the following
amount: Five Thousand Dollars (\$5,000.00) for Plaintiff Alexis Rocha.

dd. "Settlement Administrator" means APEX Class Action LLC, the third-
party class action settlement administrator that will handle the administration of this Settlement,
subject to approval by the Court.

ee. "Settlement Administrator Costs" refer to the costs the Settlement
Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are
estimated to be Fourteen Thousand Four Hundred and Ninety Dollars (\$14,490.00).

///

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ff. "Settlement Award" means the payment that each Settlement Class Member and Aggrieved Employee shall be entitled to receive pursuant to the terms of this Agreement.

gg. The "Settlement Class" or "Settlement Class Members" means all current and former hourly, non-exempt employees, including but not limited to nursing, behavioral and/or mental care staff, or other employees with similar job duties employed by Turning Point Community Programs in California any time during the Class Period and excluding any opt-outs.

hh. "Settlement Notice" means the Notice of Class Action Settlement to the Settlement Class Members and Aggrieved Employee substantially in the form as Exhibit A attached hereto, or as approved by the Court.

RECITALS

3. Plaintiff Alexis Rocha provided written notice to the LWDA of his intent to pursue claims under California Private Attorneys General Act ("PAGA") § 2699 on January 4, 2024 ("LWDA Letter"). Plaintiff subsequently filed the PAGA Action claims under the PAGA arising from Defendant's violations of the California Labor Code and the Class Action asserting claims as a class pursuant to California labor laws on June 13, 2024. Defendant filed its answer in the PAGA Action/Class Action on September 12, 2024, denying Plaintiff's allegations.

4. Through the Action, Plaintiff alleges that Defendant violated the wage and hour laws of California by failing to pay Class Members and Aggrieved Employees earned wages and failing to provide legally compliant meal and rest periods. On this basis, Plaintiff brought claims against Defendant for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, inaccurate wage statements, failure to pay final wages, failure to pay timely wages, unfair competition, and civil penalties under the PAGA. Defendant denies any and all liability and wrongdoing and asserted affirmative defenses.

5. On May 12, 2025, the Parties conducted a full day mediation session which was remotely held before employment mediator Steve Pearl in an effort to resolve the PAGA Action/Class Action. The Parties were able to successfully resolve the PAGA Action/Class Action and executed a confidential memorandum of understanding of the substantive terms of the settlement under the terms provided in the instant Settlement Agreement.

6. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) Defendant's financial status and ability to pay; (b) the facts developed during pre-mediation, formal and informal discovery and the Parties' mediation process and the law applicable thereto; (c) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (d) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded that the terms of this Settlement are fair, reasonable, and adequate, and that it is in the best interests of Plaintiff and the Settlement Class (as defined above) to settle their claims against Defendant pursuant to the terms set forth herein.

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7. Defendant denies the allegations in the PAGA Action/Class Action and denies any and all liability, including any liability for alleged failure to pay overtime compensation or any alleged wage payment, and wage and hour or similar violation. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability, or wrongdoing, which Defendant expressly denies.

8. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, Settlement becomes Final, and the Settlement Effective Date occurs.

9. The Parties further stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to California Code of Civil Procedure § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. Defendant denies that class action treatment is appropriate in the litigation context or for trial.

10. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Plaintiff's, the Settlement Class's, and the Aggrieved Employees' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Plaintiff's, the Settlement Class's, and the Aggrieved Employees' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

11. In exchange for the consideration set forth in this Settlement Agreement, Plaintiff and Settlement Class Members agree to release all claims as set forth herein as applicable.

12. **Settlement Class Members' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from the claims during the Class Period as follows:

- a. **Settlement Class Members:** The Settlement Class Members release the Releasees from the following rights or claims: all claims arising during the Class Period under state, federal, or local law, arising out of the claims pleaded in the operative Complaint filed in this Action (including, but not limited to: sections 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699 *et seq.* and Business and Professions Code § 17200 *et seq.* and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions

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of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to authorize and permit and/or make available meal periods; (6) failure to provide timely and accurate itemized wage statements; (7) waiting time penalties; and (8) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and theories alleged in any complaint on file in the Action.

13. **Releases of PAGA Claims.** Plaintiff, the Aggrieved Employees and, to the extent permitted by law, the State of California, (the "PAGA Releasing Parties") agree to a release of claims based on facts alleged in the LWDA Letter and intend to effectuate the full, final, and complete resolution of the PAGA Action based on those claims. Specifically, the PAGA Releasing Parties agree to release claims for civil penalties pursuant to California Labor Code § 2699(a) and (f) for violations of the Industrial Welfare Commission ("IWC") Wage Order 4 and California Labor Code, including California Labor Code § 200, 204, & IWC Wage Order 4 (failure to compensate for all hours worked); §§ 1182.12, 1194, 1197 & 1198 (failure to pay minimum wage); § 510 (failure to pay overtime wages); §§ 226.7, 512 & IWC Wage Order 4 (failure to authorize and permit and/or make available meal and rest periods); § 226 & 226.3 (failure to provide timely and accurate itemized wage statements); §§ 1198 & 2802 (failure to reimburse employment-related expenses); and §§ 201-203 & 256 (waiting time penalties). The effective date of this release is the time between January 4, 2023, and the date of Preliminary Approval, or if applicable, an alternate date pursuant to the escalator clause in Section 23.b.

14. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check for Plaintiff and other Settlement Class Members:

"This check is your settlement payment in connection with the court-approved class action Settlement in *Alexis Rocha v. KIPP SoCal Public Schools*, Superior Court of California, County of Los Angeles, Case No. 24STCV14877. By not opting out of the Settlement, you have released KIPP SoCal Public Schools and other Releasees of all Settlement Class Members' Released Claims as defined in the Settlement Agreement."

15. **Plaintiff's Released Claims.**

In addition to the releases made in Sections 12 and 13 above, in the event a service award is awarded to Plaintiff Alexis Rocha, Plaintiff, in consideration of the Service Award shall and hereby does release and discharge all Releasees, finally, forever and with prejudice, from unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement regarding his employment with KIPP SoCal Public Schools, for any type of relief, including, without limitation, claims for harassment, retaliation, discrimination, minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated

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1 damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses,
 2 restitution, and equitable and declaratory relief, and, upon Final Approval, Plaintiff shall be
 3 deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the
 4 provisions, rights, and benefits he may otherwise have had relating to the Plaintiff's Released
 5 Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

12 **CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

13 16. The Parties agree to the following procedures for obtaining Preliminary Approval
 14 of the Settlement, certifying the Class, and notifying the Class of this Settlement:

- 15 a. **Request for Class Certification and Preliminary Approval**
 16 **Order.** Plaintiff shall file an Unopposed Motion for Preliminary
 17 Approval of Settlement Agreement, requesting that the Court certify
 18 the Class pursuant to California Code of Civil Procedure § 382 for
 19 the sole purpose of settlement; preliminarily approve the Settlement
 20 Agreement and its terms; approve the proposed form of the
 21 Settlement Notice and find that the proposed method of
 22 disseminating the Settlement Notice meets the requirements of due
 23 process and is the best notice practicable under the circumstances;
 24 set a date for Plaintiff's motion for Final Approval of the Settlement,
 25 and approval of the requested Service Award, Fee Award, Class
 26 Counsel's Costs, and Settlement Administrator's Costs; and set a
 27 date for the Final Approval Hearing. Three (3) business days prior
 28 to Plaintiff's submission of the proposed order for preliminary
 approval to the Court, Plaintiff shall provide a draft of the proposed
 order to Defendant's counsel for review. Should the proposed order
 not comport with the terms in this Agreement, Defendant's counsel
 may submit an alternative proposed order to the Court.
- b. **Notice.** The Settlement Administrator shall be responsible for
 preparing, printing, mailing, and emailing the Settlement Notice to
 all Class Members. The Settlement Administrator will also create a
 website for the Settlement, which will allow Class Members to view
 the Class Notice (in generic form), this Settlement Agreement, and
 all papers filed by Class Counsel to obtain preliminary and final
 approval of the Settlement Agreement. Additionally, the Settlement
 website will provide contact information for Class Counsel and the
 Settlement Administrator. The Settlement Administrator will
 provide Class Counsel and Defendant's counsel with a preview of
 the proposed website. Class Counsel and Defendant's counsel must
 approve the website before it goes live and also must approve any

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- 1 modifications to the website. The Settlement Administrator shall
- 2 also create a toll-free call center to field telephone inquiries from
- 3 Class Members during the notice and settlement administration
- 4 periods. The Settlement Administrator will be directed to take the
- 5 website and call center down after the 180-day check cashing period
- 6 for Settlement Award Checks.
- 7
- 8 c. Within twenty (20) business days after the Court's Preliminary
- 9 Approval of the Settlement, Defendant shall provide to the
- 10 Settlement Administrator the Class List, an electronic database
- 11 containing the names, last known addresses, last known telephone
- 12 numbers (if any), last known email addresses (if any), social security
- 13 numbers or tax ID numbers of each Class Member and Aggrieved
- 14 Employee, along with: (1) the total number of workweeks that each
- 15 Class Member worked for Defendant in California during the Class
- 16 Period; (2) the total number of pay periods that each Aggrieved
- 17 Employee worked for Defendant in California during the PAGA
- 18 Period.
- 19
- 20 d. Within twenty (20) business days after the Court's Preliminary
- 21 Approval of the Settlement, Defendant shall also provide to Class
- 22 Counsel a redacted Class List: an electronic database containing the
- 23 names, last known addresses, last known telephone numbers (if
- 24 any), last known email addresses (if any), along with: (1) the total
- 25 number of workweeks that each Class Member worked for
- 26 Defendant in California during the Class Period; (2) the total number
- 27 of pay periods that each Aggrieved Employee worked for Defendant
- 28 in California during the PAGA Period. Class Counsel agrees to only
- utilize the Class List for purposes of effectuating the Settlement,
- including as a reference from which to answer incoming calls from
- Class Members. Class Counsel agrees not to use the Class List, or
- any information therein, to solicit Class Members.
- e. In order to provide the best notice practicable, prior to mailing the
- Settlement Notice, the Settlement Administrator will take
- reasonable efforts to identify current addresses via public and
- proprietary systems.
- f. Within ten (10) business days after receiving the contact information
- for the Class Members and Aggrieved Employees, the Settlement
- Administrator shall mail and email (if email addresses are available)
- the agreed-upon and Court-approved Settlement Notice to Class
- Members and Aggrieved Employees. The Settlement Administrator
- shall provide notice to Class Counsel and Defendant's Counsel that
- the Settlement Notice has been mailed.
- g. Any Settlement Notice returned to the Settlement Administrator
- with a forwarding address shall be re-mailed within three (3)
- business days following receipt of the returned mail. If no

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forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Notice of Settlement. In no circumstance shall such re-mailing extend the Notice Deadline.

h. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.

i. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

j. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

17. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member presents convincing evidence proving he or she worked more work weeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall

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be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

18. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, mail to the Settlement Administrator and serve upon Class Counsel and Defendant's Counsel a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendant's Counsel on or before the Notice Deadline and the Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

19. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement.

20. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured by the Notice Deadline will be considered a nullity.

21. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be

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heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Class as a class action California Code of Civil Procedure § 382 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable, and adequate;
- d. approving the payment of the Service Award to Plaintiff Alexis Rocha;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Settlement Class Members' Released Claims; and
- h. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

Three (3) business days prior to Plaintiff's submission of the proposed order for final approval and judgment to the Court, Plaintiff shall provide a draft of the proposed order and judgment to Defendant's counsel for review. Should the proposed order and judgment not comport with the terms in this Agreement, Defendant's counsel may submit an alternative proposed order and judgment to the Court.

22. Post Judgment Report. At the conclusion of the 180-day check cashing period following the disbursement set forth below in Section 23.c. and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

23. Gross Settlement Amount.

- a. **Funding of Settlement.** The Gross Settlement Payment shall be paid by Defendant into the Settlement Administrator's Qualified

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Settlement Fund within 14 days of the Court's entry of the Preliminary Approval Order. Defendant shall also pay the corresponding amount of Defendant's Payroll Taxes into the Settlement Administrator's Qualified Settlement Fund. In the event Defendant exercises the option to increase the Gross Settlement Payment proportionally pursuant to the Escalator Clause provided in Section 23.b, any such additional amount and any corresponding amount of Defendant's Payroll Taxes shall be paid into the Settlement Administrator's Qualified Settlement Fund at the same time. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. The Parties shall not have access to the Gross Settlement Amount once those funds are deposited into the Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.

b. **Escalator Clause.** Defendant estimates that there were approximately 103,866 workweeks for approximately 1,326 employees for the period of June 13, 2020, through May 12, 2025. Plaintiff is entering into this Settlement Agreement based on such representations. In the event it is determined that the actual number of workweeks exceeds 103,866 by more than fifteen percent (15%) during the Class Period, Defendant will have the option of either: (a) increasing the Gross Settlement Payment proportionally; or (b) shortening the release period so that there is no increase in the amount.

c. **Disbursement by Settlement Administrator.** All disbursements shall be made from the Qualified Settlement Fund after the Court issues an order granting final approval of the Settlement. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund. The Gross Settlement Amount will be disbursed within five (5) business days of the Effective Date.

24. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award to Plaintiff.** Subject to the Court's approval, Plaintiff Alexis Rocha shall receive Five Thousand Dollars (\$5,000.00) in exchange for Plaintiff's Released Claims and for his efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for this payment. This payment shall be made from the disbursement pursuant to Section 23.c., or as soon as reasonably practicable. If the Court approves Service Award in an amount less than what Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. Any

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amount not approved by the Court for payment as the Service Award shall revert to the Net Settlement Amount.

b. Fee Awards and Costs.

i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to one-third (1/3) of the Gross Settlement Amount, or Four Hundred Six Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$406,666.67) which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. Any amount not approved by the Court for payment as the Fee Award shall revert to the Net Settlement Amount.

ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of Class Counsels' Costs not to exceed Twenty Thousand Dollars (\$20,000.00). This payment of attorneys' costs shall be made with the disbursement pursuant to Section 23.c.

iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and the Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Ninety Thousand Dollars (\$90,000.00), of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five Percent (25%), or Thirty Thousand Dollars (\$30,000.00), will be allocated to the Net PAGA Amount. The PAGA Payment shall be made as follows: the payment to the LWDA and the Net PAGA Amount shall be made from the disbursement pursuant to Section 23.c.

d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. This payment of

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1 Settlement Administration costs shall be paid to the Settlement
2 Administrator with the disbursement pursuant to Section 23.c. The
3 Parties agree to cooperate in the settlement administration process
4 and to make all reasonable efforts to control and minimize the costs
5 incurred in the administration of the Settlement.

6 e. **Settlement Awards to Settlement Class Members.** Settlement
7 Awards shall be made to Settlement Class Members with the
8 remaining funds, in the Qualified Settlement Fund following
9 funding and payment pursuant to Sections 24 and 25 at the time of
10 the distribution shall be paid to Settlement Class Members as part of
11 the disbursement pursuant to Section 23.c.;

12 i. Any Settlement Award check that is returned to the
13 Settlement Administrator with a forwarding address shall be
14 re-mailed within three (3) business days following receipt of
15 the returned mail.

16 ii. For Settlement Award checks that remain undeliverable, the
17 Settlement Administrator shall promptly attempt to
18 determine a correct address using a skip-trace, or other
19 search using the name, address and/or Social Security
20 number of the Class Member involved and shall re-mail the
21 Settlement Award check.

22 25. **No Claim Based Upon Distributions or Payments in Accordance with this**
23 **Settlement Agreement.** No person shall have any claim against Plaintiff, Defendant, Class
24 Counsel, or Defendant's Counsel based on distributions or payments made in accordance with
25 this Settlement Agreement.

26 **CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS**

27 26. **Settlement Award Eligibility.** All Settlement Class Members shall be paid a
28 Settlement Award from the Net Settlement Amount, based on the calculations set forth below.

29 27. Any Class Member who fails to submit a timely request to exclude themselves
30 from the Settlement by following the procedure set forth in the Settlement Notice shall
31 automatically be deemed a Settlement Class Member whose rights and claims with respect to the
32 issues raised in the Action are determined by any order the Court enters granting final approval,
33 and any judgment the Court ultimately enters in the Action. Any such Settlement Class
34 Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will
35 be extinguished.

36 28. **Settlement Award Calculations.** The Settlement Administrator shall be
37 responsible for determining the amount of the Settlement Award to be paid to each Settlement
38 Class Member and Aggrieved Employee based on the below formulas:

39 a. Settlement Class Members shall receive a *pro rata* portion of the
40 Net Settlement Amount as follows:

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- 1 i. When calculating the individual Settlement Awards to
- 2 Settlement Class Members following Final Approval (for
- 3 purposes of preparing Individual Settlement Payment
- 4 checks), the Settlement Administrator will not include Class
- 5 Members who validly request exclusion from the
- 6 Settlement.
- 7 ii. The Settlement Class Members shall be eligible to receive a
- 8 *pro rata* portion of the Net Settlement Amount based on the
- 9 number of workweeks he or she worked for Defendant
- 10 during the Class Period. Five (5) shifts equals one (1) work
- 11 week. Each workweek will be equal to one (1) settlement
- 12 share, or fraction thereof.
- 13 iii. To reflect the added value of Section 203 claims for former
- 14 employees under the California Labor Code, each Settlement
- 15 Class Member who was, at any point during the Class
- 16 Period, formerly employed in California, will receive an
- 17 additional one (1) settlement share per Settlement Class
- 18 Member.
- 19 iv. The total number of settlement shares for all Settlement
- 20 Class Members will be added together and the resulting sum
- 21 will be divided into the Net Settlement Amount to reach a
- 22 per share dollar figure. That figure will then be multiplied by
- 23 each Settlement Class Member's number of settlement
- 24 shares to determine the Settlement Class Member's *pro rata*
- 25 portion of the Net Settlement Amount.
- 26 b. Settlement Class Members who are also Aggrieved Employees shall
- 27 also receive a *pro rata* portion of the Net PAGA Amount. Aggrieved
- 28 Employees may not opt-out of the PAGA Release or their portion of
- the Net PAGA Amount. Class Members who validly request
- exclusion from the Settlement will receive a *pro rata* portion of the
- Net PAGA Amount. These payments shall be made as follows:
- i. Aggrieved Employee who worked for Defendant during the
- PAGA Period shall be eligible to receive a *pro rata* portion
- of the Net PAGA Amount based on the number of pay
- periods the Aggrieved Employee worked during the PAGA
- Period. Each pay period will be equal to one (1) settlement
- share. The total number of settlement shares for all
- Aggrieved Employees will be added together and the
- resulting sum will be divided into the Net PAGA Amount to
- reach a per share dollar figure. That figure will then be
- multiplied by each Aggrieved Employee's number of
- settlement shares to determine the Aggrieved Employee's
- pro rata* portion of the Net PAGA Amount.

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ii. For Settlement Class Members who are also Aggrieved Employees, the Settlement Class Member's *pro rata* portion of the Net PAGA Amount, if any, will be added to the Settlement Class Member's share of the Net Settlement Amount, to determine the Settlement Class Member's Settlement Award.

29. In addition to other information contained on the Settlement Notice, the Settlement Notice shall explain the payment structure, state the estimated minimum payment the class member is expected to receive, including, if possible, with each disbursement, assuming full participation of all Settlement Class Members.

30. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

31. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, ten percent (10%) of each Settlement Award shall be allocated as wages, sixty percent (60%) of each Settlement Award shall be allocated as penalties, and thirty percent (30%) of each Settlement Award shall be allocated as interest. Settlement Awards will be paid out to Settlement Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Settlement Class Members shall be issued an IRS Form W-2. Settlement Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties, expense reimbursements, and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendant with the total employer tax contributions within the time limits prescribed by Section 23.a. Defendant shall deposit the calculated employer tax contributions into the Qualified Settlement Fund pursuant to Section 23.a. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

32. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

33. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all Settlement Awards, at least ten (10) business days before the

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1 Distribution wherein Settlement Awards to Settlement Class Members are mailed pursuant to
2 Section 24.e.

3 34. The Settlement Administrator shall mail all Settlement Awards to Settlement
4 Class Members pursuant to Section 24.e. The Settlement Administrator shall then provide written
5 certification of mailing to Class Counsel and Defendant's Counsel following Distribution.

6 35. All Settlement Award checks shall remain valid and negotiable for one hundred
7 eighty (180) days from the date of their issuance and may thereafter automatically be canceled if
8 not cashed within that time.

9 a. With ninety (90) days remaining for the 180-day check cashing
10 deadline for Settlement Award checks pursuant to Section 23.c., a
11 reminder letter will be sent via U.S. mail and email to those who
12 have not yet cashed their settlement checks. At the conclusion of
13 the 180-day check cashing deadline for Settlement Award checks
14 issued pursuant to Section 23.c., Settlement Class Members who
15 have not cashed their Settlement Award checks shall nevertheless
16 be deemed to have finally and forever released the Plaintiff's
17 Released Claims or Settlement Class Members' Released Claims,
18 as applicable.

19 36. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set
20 forth above, any funds remain from checks that are returned as undeliverable or are not
21 negotiated, those monies shall be distributed to the California State Controller Unclaimed
22 Property Fund in the name of the intended recipient.

23 37. **Post-Distribution Accounting.** Post-Distribution Accounting to be performed
24 within twenty-one (21) days after the distribution. The Post-Distribution Accounting will set
25 forth the total settlement fund, the total number of Settlement Class Members, the total number
26 of Settlement Class Members to whom notice was sent and not returned as undeliverable, the
27 number and percentage of opt-outs, the number and percentage of objections, the average and
28 median recovery per claimant, the largest and smallest amounts paid to class members, the
method(s) of notice and the method(s) of payment to class members, the number and value of
checks not cashed, the amounts distributed to the California State Controller Unclaimed Property
Fund (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in
terms of percentage of the settlement fund, and the multiplier, if any.

MISCELLANEOUS

38. **Submissions to the LWDA.** At the same time as they submit this Class Action
Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy
of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten
(10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval
Order and Judgment entered by the Court to the LWDA, as required by California Labor Code §
2699(l)(3).

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1 39. **No Admission of Liability.** This Settlement Agreement and all related
2 documents are not and shall not be construed as an admission by Defendant or any of the
3 Releasees of any fault or liability or wrongdoing.

4 40. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall
5 be borne by Defendant.

6 41. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully
7 with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the
8 Settlement, and to use all other efforts that may become necessary by order of the Court, or
9 otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally
10 approve the Settlement as provided herein; or (b) the Settlement does not become Final for any
11 other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up
12 negotiations with the intent of resolving the Court's concerns that precluded approval, and if
13 feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not
14 approved as resubmitted or if the Parties are not able to reach another agreement, then either
15 Party may void this Agreement; at that point, the Parties agree that each shall return to their
16 respective positions on the day before this Agreement and that this Agreement shall not be used
17 in evidence or argument in any other aspect of their litigation.

18 42. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the
19 total number of Class Members submit timely and valid Requests for Exclusion/Opt-Out
20 Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To
21 exercise this option, Defendant must send written notification to Class Counsel within fourteen
22 (14) days of receiving a report from the Settlement Administrator informing Defendant's
23 Counsel that the total number of timely and valid Requests for Exclusion/Opt-Out Requests is
24 more than ten percent (10%). If Defendant chooses to exercise this option, the effect will be
25 precisely the same as if Final Judgment did not occur, as discussed herein, and any Settlement
26 Administrator Costs incurred by the Settlement Administrator through that date will be paid by
27 Defendant.

28 43. **Confidentiality.** The parties agree that this Settlement is confidential (except for
purposes of enforcement) and that neither Party will issue any press release or other public or
non-public representation regarding the settlement other than as necessary to obtain Court
approval and effectuate the terms of the settlement, which may include publicizing for
explanation and assistance purposes the settlement at legal aid agencies likely to be consulted by
the Class Members in order to maximize class participation and publicizing for notice and
educational purposes the settlement in periodicals and/or radio stations in order to maximize
class participation. Other than as specifically set forth above, the parties and their counsel agree
that they will not initiate or have any contact with the press, respond to any press inquiry, or have
any communication with the press about this case until after Final Approval. Class Counsel will
not utilize this Settlement in any marketing or advertising materials or website until after Final
Approval. This does not prohibit Class Counsel from speaking to or responding to inquiries from
Class Members, or from translating or requesting the translation of this Settlement for purposes
of effectuating the Settlement.

 44. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this
Action, or enforcing its terms (including that claims were settled and released), resolving an
alleged breach, or for resolution of other tax or legal issues arising from a payment under this

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Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

45. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by California Code of Civil Procedure §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

46. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

47. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

48. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

49. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Steve Pearl, to resolve such disagreement.

50. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned,

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1 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
2 any portion of any liability, claim, demand, action, cause of action or rights herein released and
3 discharged except as set forth herein.

4 51. **Counterparts.** This Agreement may be executed in one or more counterparts,
5 including by facsimile or email. All executed counterparts and each of them shall be deemed to
6 be one and the same instrument. All executed copies of this Agreement, and photocopies thereof
(including facsimile and/or emailed copies of the signature pages), shall have the same force and
effect, and shall be as legally binding and enforceable as the original.

7 52. **No Signature Required by Settlement Class Members.** Only the Plaintiff will
8 be required to execute this Settlement Agreement. The Settlement Notice will advise all
9 Settlement Class Members of the binding nature of the release, and such shall have the same
force and effect as if this Settlement Agreement were executed by each Settlement Class
Member.

10 53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and
11 preparation of this Agreement; hence the drafting of this Agreement shall not be construed
12 against any of the Parties. The Parties agree that the terms and conditions of this Agreement were
13 negotiated at arm's length and in good faith by the Parties and reflect a settlement that was
reached voluntarily based upon adequate information and sufficient discovery and after
consultation with experienced legal counsel.

14 54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto
15 shall be governed by and interpreted according to the laws of the State of California.

16 55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the
17 interpretation, implementation, and enforcement of the terms of this Settlement and all orders
and judgments entered in connection therewith, and the Parties and their Counsel submit to the
jurisdiction of the Court for this purpose pursuant to C.C.P. Section 664.6.

18 **[SIGNATURES ON NEXT PAGE]**

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IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:


ID: Ahrp79d2aGRPhuDAyrcw

Alexis Rocha

Date: 12/26/2025

APPROVED AS TO FORM BY CLASS COUNSEL:

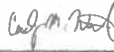

ID: 008u4z2EKWyAU/mr732z813X

Harout Messrelian
Messrelian Law Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203

Date: 12/26/2025

DEFENDANT:

DocuSigned by:



Cesely Westmoreland, General Counsel
KIPP SoCal Public Schools

Date: 12/30/2025 | 08:56:22 PST

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

Signed by:



William A. Muñoz
Elizabeth Y. Mu
FREEMAN MATHIS & GARY LLP
2281 Lava Ridge Court, Suite 130
Roseville, CA 95661

Date: 12/29/2025 | 12:02:17 PST

eSignature Details

Signer ID: AfrjZf3d2sQRPeAuDAyzt5f
Signed by: ALEXIS ROCHA
Sent to email: rochaalexis@yahoo.com
IP Address: 90.167.51.198
Signed at: Dec 26 2025, 12:48 pm PST

Signer ID: tb9u4u2EKWyAUmaf32x8t3X
Signed by: Harout Messrelian
Sent to email: hm@messrelianlaw.com
IP Address: 69.234.47.40
Signed at: Dec 26 2025, 12:58 pm PST

EXHIBIT A

Alexis Rocha v. KIPP SoCal Public Schools, Case No. 24STCV14877
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt, hourly paid employees who worked for Defendant KIPP SoCal Public Schools in California at any time during the Class Period of June 13, 2020 to _____. ("Class Members").

All current and former non-exempt, hourly paid employees who worked for Defendant KIPP SoCal Public Schools in California at any time during the PAGA Period of January 4, 2023 to _____. ("Aggrieved Employees").

On _____, the Honorable Theresa M. Traber of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____, 2026 in Department 1 of the Los Angeles County Superior Court – Spring Street Courthouse located at 312 N. Spring St., Los Angeles, CA 90012.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Amount and, if you are also an Aggrieved Employee, the Aggrieved Employee Payment. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the Aggrieved Employee Payment and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department 1 of the Los Angeles County Superior Court – Spring Street Courthouse located at 312 N. Spring St., Los Angeles, CA 90012. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Alexis Rocha, on behalf of himself, all others similarly situated, and on behalf of other “aggrieved employees” under PAGA, alleges that Defendant KIPP SoCal Public Schools violated California state labor laws as a result of its alleged violations, including but not limited to: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to authorize and permit and/or make available meal periods; (6) failure to provide timely and accurate itemized wage statements; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unlawful business practices.

Defendant KIPP SoCal Public Schools denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court has not ruled on the merits of Plaintiff’s claims and has not decided in favor of Plaintiff or Defendant and there was no trial. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 12, 2025, the Parties participated in a private mediation with Steve Pearl, a neutral and experienced mediator. The mediation was conducted at arm’s length and in good faith. Following negotiations facilitated by the mediator, the Parties reached agreement on the material terms of a proposed class and PAGA settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Harout Messrelian, Esq. of Messrelian Law Inc. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

In consideration for settlement of the Class and PAGA Action, Defendant agrees to pay the Gross Settlement Amount ("GSA") of One Million Two Hundred Twenty Thousand Dollars and Zero Cents (\$1,220,000.00). The GSA will be all-inclusive and includes: (1) a Service Award to Plaintiff for up to \$5,000.00; (2) Class Counsel's Attorney's Fees of not more than one third of the GSA (\$406,666.67) and for litigation costs not to exceed \$20,000.00; (3) \$120,000 for the PAGA Payment under Labor Code sections 2699, *et seq.* (75% or \$90,000.00 will go to the California Labor & Workforce Development Agency ("LWDA") and 25% or \$30,000.00 ("Net PAGA Amount") will be disbursed to PAGA Members, regardless of whether they request to be excluded from the Settlement Class); (4) Settlement Administration Costs of not more than \$14,490.00; and (5) all payments to Class Members and Aggrieved Employees. Additionally, Settlement Payments will be calculated and apportioned from the Net Settlement Amount and Net PAGA Amount based on the number of workweeks a Class Member worked during the Class Period and the number of PAGA pay periods an Aggrieved Employee worked during the PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

Payments from the Net Settlement Amount. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement. The Settlement Class Members shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks he or she worked for Defendant during the Class Period. Five (5) shifts equals one (1) work week. Each workweek will be equal to one (1) settlement share, or fraction thereof. To reflect the added value of Section 203 claims for former employees under the California Labor Code, each Settlement Class Member who was, at any point during the Class Period, formerly employed in California, will receive an additional one (1) settlement share per Settlement Class Member. The total number of settlement shares for all Settlement Class Members will be added together, and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Settlement Class Member's number of settlement shares to determine the Settlement Class Member's *pro rata* portion of the Net Settlement Amount.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Payments from the Net PAGA Amount. Aggrieved Employee who worked for Defendant during the PAGA Period shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of pay periods the Aggrieved Employee worked during the PAGA Period. Each pay period will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Amount. For Settlement Class Members who are also Aggrieved Employees, the Settlement Class Member's *pro rata* portion of the Net PAGA

Amount, if any, will be added to the Settlement Class Member's share of the Net Settlement Amount, to determine the Settlement Class Member's Settlement Award.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [redacted] Pay Periods. Accordingly, your estimated payment from the Aggrieved Employee Payment is approximately \$ [redacted].

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [redacted]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o [redacted]

Email: [redacted]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the Aggrieved Employee Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also an Aggrieved Employee, the Released PAGA Claims:

Released Class Claims: Labor Code sections 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699, *et seq.*, Business and Professions Code sections 17200, *et seq.*, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to authorize and permit and/or make available meal periods; (6) failure to provide timely and accurate itemized wage statements; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and theories alleged in any complaint on file in the Action.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Released PAGA Claims: Civil penalties pursuant to Labor Code section 2699(a) and (f) for violations of the Industrial Welfare Commission ("IWC") Wage Order 4 and California Labor Code, including Labor Code section 200, 204, & IWC Wage Order 4 (failure to compensate for all hours worked); sections 1182.12, 1194, 1197 & 1198 (failure to pay minimum wage); section 510 (failure to pay overtime wages); sections 226.7, 512 & IWC Wage Order 4 (failure to authorize and permit and/or make available meal and rest periods); sections 226 & 226.3 (failure to provide timely and accurate itemized wage statements); sections 1198 & 2802 (failure to reimburse employment-related expenses); sections 233 & 246 (failure to provide proper sick pay/leave); and sections 201-203 & 256 (waiting time penalties).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator via *mail* expressly and clearly indicating that you do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked no later than _____, 2026. If you submit a Request for Exclusion which is not postmarked by _____, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are an Aggrieved Employee, you will still release the Released PAGA Claims and will receive payment from the Aggrieved Employee Payment.

Option 3 – Object to the Settlement

If you decide to object to the settlement, you must mail to the Settlement Administrator and serve upon Class Counsel and Defendant's Counsel a written statement objecting to the Settlement no later than _____, 2026. The statement must be signed personally by you, and must include your name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether you intend to appear at the Final Approval Hearing. Your objection shall only be considered if you have **NOT** opted out of the Settlement.

You shall not be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of your intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendant's Counsel no later than _____, 2026 and you have not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Declaration of Harout Messrelian in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the Los Angeles County Superior Court's Online Services at <https://www.lacourt.org/online/civil>, or by visiting the Clerk's Office at the Los Angeles County Superior Court, 312 N Spring Street, Los Angeles, California 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. (For more information on reservations for in-person services, please visit the Los Angeles Superior Court's website at www.lacourt.org).

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, [redacted], toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant KIPP SoCal Public Schools</u>
Harout Messrelian MESSRELIAN LAW INC. 101 N. Brand Blvd., Suite 1450 Glendale, CA 91203 Telephone: (818) 484-6531 Email: hm@messrelianlaw.com	William A. Munoz, Esq. FREEMAN MATHIS & GARY, LLP 2281 Lava Ridge Court, Suite 130 Roseville, CA 95661 Phone: (916) 272-1423 Email: Bill.Munoz@FMGLaw.com
	Elizabeth Y. Mu, Esq. FREEMAN MATHIS & GARY, LLP 1960 E. Grand Ave., Suite 1260 El Segundo, CA 90245 Phone: (424) 422-1186 Email: Elizabeth.Mu@FMGLaw.com

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 2



MESSRELIAN LAW
ATTORNEYS AT LAW

500 N. Central Avenue, Suite 840
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

VIA ELECTRONIC FILING

January 4, 2024

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

KIPP SOCAL PUBLIC SCHOOLS
1933 S. BROADWAY, SUITE 1144
LOS ANGELES, CA 90007

KIPP SOCAL PUBLIC SCHOOLS
c/o GKL CORPORATE SEARCH INC
ONE CAPITOL MALL, SUITE 660
SACRAMENTO, CA 95814

ALEXIS ROCHA v. KIPP SOCAL PUBLIC SCHOOLS

RE: PRIVATE ATTORNEYS GENERAL ACT NOTICE

To Whom It May Concern:

Please be informed that our client, Mr. Alexis Rocha (hereinafter "Mr. Rocha" or "our client") seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees ("aggrieved employees") who worked for KIPP SOCAL PUBLIC SCHOOLS (hereinafter referred to as "KIPP") at all of their locations in the State of California, during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

Mr. Rocha started working at KIPP as a Special Education Assistant on or around 2023 and is still currently employed. Mr. Rocha was and is classified as an hourly, non-exempt employee.

In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a

temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an "aggrieved employee" is able to file suit on behalf of themselves and others. The statute also states that an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal denied Securitas' motion.

In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is our position that Mr. Rocha can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of job title or job duties.

It is our position that KIPP has violated the following Labor Code Sections against Mr. Rocha and other similarly situated aggrieved employees, who include all non-exempt, hourly employees who worked for KIPP at ALL of their school locations in the State of California during the relevant PAGA period.

KIPP violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay our client and other similarly situated aggrieved employees for all hours worked, including the statutory minimum wage for all hours worked and for "off the clock" work. This is so because KIPP had a company policy wherein they would disproportionately round down the number of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not being paid for all hours worked. Furthermore, to the extent that Mr. Rocha and others worked through their meal periods while "off the clock" and while clocked out, they were not compensated for all hours worked, which would be akin to a minimum wage violation. Furthermore, KIPP did not pay proper reporting time pay to employees.

Due to the above "off the clock" violations, KIPP also violated Labor Code §510 because it failed to pay our client and other aggrieved employees overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Mr. Rocha's and other aggrieved employees' actual work hours, including the "off the clock" work and time shaving, entitled them to overtime compensation, however, KIPP did not compensate its hourly, non-exempt employees with the correct amount of overtime due to the "off the clock" work and time shaving as described above. Furthermore, KIPP failed to include bonuses/incentive payments in calculating employees' regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.



MESSRELIAN LAW
ATTORNEYS AT LAW

500 N. Central Avenue, Suite 840
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KIPP also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4 because it failed to provide our client and other similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. KIPP did not completely relieve our client and others of all duty during said rest periods. KIPP did not pay to our client and others one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not part of the company policy for employees such as Mr. Rocha to consistently take at least two rest breaks per shift. The concept of rest breaks was not consistently implemented as it was not company policy, especially because Mr. Rocha was told to tend to the children/students and to put the children/kids first in terms of trying to take any statutory breaks. Moreover, Mr. Rocha would not be able to take breaks because there would no coverage for the students due to understaffing. As such, the culture as well as the policies and procedures of KIPP did not lend itself to the employees receiving consistent statutory rest breaks wherein they were relieved of all work duties. The environment at KIPP was not conducive to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks were not authorized or enforced.

KIPP violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-exempt employees, including Mr. Rocha and others, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. KIPP did not completely relieve Mr. Rocha and other employees of all duty during said meal periods. KIPP did not pay to Mr. Rocha and its hourly, non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. The hourly, non-exempt employees would not always be able to receive timely meal periods before the 5th hour worked that were actually uninterrupted. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not always enforced by KIPP. Consequently, it was the normal practice and custom of KIPP not to authorize, permit, and enforce timely statutory meal periods. If KIPP had our client sign a meal period waiver, it would not be valid and enforceable since our client and others generally worked more than a 6-hour shift. Even if Mr. Rocha's and others' shifts were less than 6 hours, Mr. Rocha did not sign a meal period waiver wherein he was able to revoke the agreement. If KIPP had our client sign an on-duty meal period agreement wherein our client agreed to work through the meal periods, it would be invalid and unenforceable because the nature of our client's job does not and did not prevent him from taking a meal period and the company could have hired "breakers" to relieve Mr. Rocha of his job duties so that he can actually take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow our client and others to revoke such an agreement even if it was signed. As such, our client and others did not receive statutory, timely meal periods during their employment. To the extent that KIPP argues that employees receive meal break premium pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations themselves, irrespective of whether an employee received the premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,

"section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Inmoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at KIPP was not conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

Furthermore, during the relevant time period, and due to the above labor code violations, KIPP failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. Since Mr. Rocha was personally not compensated for all hours worked and did not receive all meal and rest break premium payments for missed, late, or short meal/rest periods, KIPP would have certainly violated section 204 as to Mr. Rocha. KIPP was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all employee identifying information, the correct and complete name and address of the legal employer, and reimbursement for business expenses, among others. As such, KIPP did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, KIPP also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Mr. Rocha and others pursuant to California Labor Code sections 1174(d).

KIPP also violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, including minimum wages, overtime compensation, and premium pay for missed meal and rest breaks.

During the relevant time period, Mr. Rocha and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by KIPP. These costs include, but are not limited to, use of personal cell phones for work purposes and uniforms. Note that the phone provided by KIPP did not work so Mr. Rocha had to use Google Voice and his own personal cell phone. Accordingly, KIPP was in violation of California Labor Code sections 2800 and 2802.

Furthermore, KIPP did not provide proper and correct/accurate sick pay that was also delineated on employee pay stubs and also failed to provide proper sick leave in violation of Labor Code sections 233 and 246.



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Each of the aforementioned violations, except the violations for inaccurate pay statements under Labor Code section 226(a), is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Moreover, Mr. Rocha would also have claims against KIPP under the Fair Employment and Housing Act (FEHA) related to harassment/discrimination based on his sexual orientation.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Mr. Rocha also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by KIPP.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very Truly Yours,

Harout Messrelian, Esq.

EXHIBIT 3

MESSRELIAN LAW INC.

Harout Messrelian (SB# 272020)

hm@messrelianlaw.com

Maralle Messrelian, Of Counsel (SB#316974)

maralle@messrelianlaw.com

500 N. Central Ave., Suite 840

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff,

ALEXIS ROCHA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)**

ALEXIS ROCHA, on behalf of himself, all
others similarly situated, and on behalf of
other “aggrieved employees” under PAGA,

Plaintiff,

vs.

KIPP SOCAL PUBLIC SCHOOLS, and
DOES 1-25, inclusive,

Defendants.

Case No.: **24ST CV 14877**

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198);
4. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
5. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
6. Wage Statement Penalties (Lab. Code § 226);
7. Waiting Time Penalties (Lab. Code §§ 201-203);
8. Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
9. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and
10. Penalties Under the Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2698, et seq.).

JURY TRIAL DEMANDED

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/13/2024 3:36 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

1 Plaintiff, ALEXIS ROCHA (hereafter "Plaintiff"), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this class and representative action for alleged violations of the
5 California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter "the Wage
6 Order"), against Defendant KIPP SOCAL PUBLIC SCHOOLS, and DOES 1-25, inclusive
(collectively "Defendants" or "KIPP").

7 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
8 and other similarly situated current and former California-based hourly workers, for unpaid
9 wages, statutory penalties, interest, and related relief. These claims are based on Defendants'
10 alleged failures to (1) pay all wages earned for all hours worked, (2) provide all meal and rest
11 periods in compliance with California law, (3) indemnify Plaintiff and the below-described class
12 for reasonable expenses incurred performing their duties, (4) provide accurate written wage
13 statements, (5) timely pay all wages during and upon termination of employment, and (6) fairly
14 compete. Accordingly, Plaintiff now seeks to recover unpaid wages and related relief through this
class and representative action.

15 PARTIES

16 3. Plaintiff Alexis Rocha is a resident of California. At all relevant times, Plaintiff
17 was an "employee" within the meaning of Title 8 California Code of Regulations Section 11040
18 and an "aggrieved employee" within the meaning of Labor Code Section 2699(c).

19 4. Defendant KIPP SOCAL PUBLIC SCHOOLS is a corporation organized and
20 existing under the laws of California and is a citizen of California based on Plaintiff's information
21 and belief.

22 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
23 participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but
24 is informed and believes and thereon alleges that said Defendants are legally responsible for the
25 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
26 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
when ascertained.

27 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
28 herein, all Defendants were the agents, employees, servants, masters, and/or employers of the

1 remaining Defendants, and, in doing the things hereinafter alleged, were acting within the course
2 and scope of such agency or employment and with the approval and ratification of each of the
3 other Defendants.

4 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
6 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
described class in accordance with applicable laws as alleged herein.

7 8. Plaintiff is informed and believes and thereon alleges that each and every one of
8 the acts and omissions alleged herein was performed by, and/or attributable to, all Defendants,
9 each acting as agents and/or employees, and/or under the direction and control of each of the other
10 Defendants, and that said acts and failures to act were within the course and scope of said agency,
11 employment, and/or direction and control.

12 **CLASS ALLEGATIONS**

13 9. This action has been brought and may be maintained as a class action pursuant to
14 California Code of Civil Procedure section 382 because there is a well-defined community of
15 interest among the persons who comprise the readily ascertainable class defined below and
16 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
a class action.

17 10. **Class Definition:** The Class is defined as follows: All persons Defendants
18 employed as hourly, non-exempt employees at all of their locations in the State of California at
19 any time during the period beginning four years prior to the filing of this action and ending on the
20 date that final judgment is entered in this action ("Class" or "Class Members").

21 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
22 right to amend or modify the class definition with greater specificity, by further division into
subclasses and/or by limitation to particular issues.

23 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
24 each individual Class Member is impractical. While Plaintiff does not currently know the exact
25 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
26 minimum required for numerosity under California laws.

27 13. **Commonality and Predominance:** Common questions of law and fact exist as to
28 all Class Members and predominate over any questions which affect only individual Class

Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime, meal period premium, and rest period premium;

B. Whether Defendants failed to include all non-discretionary pay/bonuses into the regular rate of pay;

C. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

D. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

E. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

F. Whether Defendants knowingly and intentionally failed to provide the class with accurate and complete itemized wage statements;

G. Whether Defendants willfully failed to provide the Class Members with all wages earned every pay period during employment;

H. Whether Defendants willfully failed to provide the Class Members with timely final wages;

I. Whether Defendants failed to provide the Class Members with proper and correct/accurate sick pay that was also delineated on employee pay stubs and provide proper sick leave;

J. Whether Defendants failed to maintain accurate employment records pertaining to all of the Class Members;

K. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, *et seq.*, with respect to the Class; and

L. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class Members.

16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent Class Members.

17. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of Class Members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual Class Members are likely to be relatively small and would thus make it difficult, if not impossible, for individual Class Members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting Class Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

STATEMENT OF FACTS

18. Plaintiff started working at KIPP as a Special Education Assistant on or around 2023 and is still currently employed. Plaintiff was and is classified as an hourly, non-exempt employee.

19. KIPP violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and other similarly situated Class Members for all hours worked, including the statutory minimum wage for all hours worked and for “off the clock” work. This is so because KIPP had a company policy wherein they would disproportionately round down the number of hours worked, resulting in “time shaving” and further resulting in Class Members not being paid for all hours worked. Furthermore, to the extent that Plaintiff and the other Class Members worked through their meal periods while “off the clock” and while clocked out, they were not

1 compensated for all hours worked, which would be akin to a minimum wage violation.
2 Furthermore, KIPP did not pay proper reporting time pay to employees.

3 20. Due to the above “off the clock” violations, KIPP also violated Labor Code §510
4 because it failed to pay Plaintiff and other Class Members overtime compensation, even though
5 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
6 their employment. Plaintiff’s and other Class Members’ actual work hours, including the “off the
7 clock” work and time shaving, entitled them to overtime compensation, however, KIPP did not
8 compensate its hourly, non-exempt employees with the correct amount of overtime due to the
9 “off the clock” work and time shaving as described above. Furthermore, KIPP failed to include
10 bonuses/incentive payments in calculating employees’ regular rate of pay for use in deciphering
11 the correct overtime rate of pay. Additionally, the incentive and bonus payments were also not
12 factored into employees’ regular rate for purposes of receiving meal and rest break premiums per
13 the *Ferra v. Loews* case.

14 21. KIPP also violated Labor Code § 226.7 and the appropriate Industrial Welfare
15 Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly situated
16 Class Members with 10-minute rest periods for every four hours of work, or majority portion
17 thereof, throughout their employment. KIPP did not completely relieve Plaintiff and the other
18 Class Members of all duty during said rest periods. KIPP did not pay to Plaintiff and the other
19 Class Members one additional hour of pay at Plaintiff’s regular rate of compensation for each
20 workday that one or more statutory rest periods was not provided. It was not part of the company
21 policy for employees such as Plaintiff to consistently take at least two rest breaks per shift. The
22 concept of rest breaks was not consistently implemented as it was not company policy, especially
23 because Plaintiff was told to tend to the children/students and to put the children/kids first in terms
24 of trying to take any statutory breaks. Moreover, Plaintiff would not be able to take breaks because
25 there would no coverage for the students due to understaffing. As such, the culture as well as the
26 policies and procedures of KIPP did not lend itself to the employees receiving consistent statutory
27 rest breaks wherein they were relieved of all work duties. The environment at KIPP was not
28 conducive to receiving multiple statutory rest breaks under California law and timely, statutory

1 rest breaks were not authorized or enforced.

2 22. KIPP violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare
3 Commission Wage Order no. 4 because it failed to provide hourly, non-exempt employees,
4 including Plaintiff and the other Class Members, the requisite 30-minute, uninterrupted meal
5 periods for every five (5) hours of work throughout their employment. KIPP did not completely
6 relieve Plaintiff and other employees of all duty during said meal periods. KIPP did not pay to
7 Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate of
8 compensation for each workday that one or more statutory meal periods was not provided. The
9 hourly, non-exempt employees would not always be able to receive timely meal periods before
10 the 5th hour worked that were actually uninterrupted. Like the rest breaks, receiving a thirty-
11 minute uninterrupted and timely meal break was not always enforced by KIPP. Consequently, it
12 was the normal practice and custom of KIPP not to authorize, permit, and enforce timely statutory
13 meal periods. If KIPP had Plaintiff sign a meal period waiver, it would not be valid and
14 enforceable since Plaintiff and the other Class Members generally worked more than a 6-hour
15 shift. Even if Plaintiff's and the other Class Members' shifts were less than 6 hours, Plaintiff did
16 not sign a meal period waiver wherein he was able to revoke the agreement. If KIPP had Plaintiff
17 sign an on-duty meal period agreement wherein Plaintiff agreed to work through the meal periods,
18 it would be invalid and unenforceable because the nature of Plaintiff's job does not and did not
19 prevent him from taking a meal period and the company could have hired "breakers" to relieve
20 Plaintiff of his job duties so that he can actually take a timely, uninterrupted meal period.
21 Moreover, any such "on duty" meal period agreement did not allow Plaintiff and the other Class
22 Members to revoke such an agreement even if it was signed. As such, Plaintiff and the other Class
23 Members did not receive statutory, timely meal periods during their employment. To the extent
24 that KIPP argues that employees receive meal break premium pay for missed meal periods, that
25 argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for the
26 violations themselves, irrespective of whether an employee received the premium payment for a
27 missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court
28 stated, "section 226.7 does not give employers a lawful choice between providing either meal and

1 rest breaks or an additional hour of pay.” *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53
2 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the
3 violation; the employer has still committed a violation even if the remedy for the violation has
4 been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As
5 such, the work environment and culture at KIPP was not conducive to receiving consistent,
6 timely, statutory meal breaks under California law. Moreover, any meal or rest break premiums
7 paid were not compensated at the weighted average regular rate, inclusive of bonuses and/or
8 incentive payments as well as overtime compensation.

9 23. Furthermore, during the relevant time period, and due to the above labor code
10 violations, KIPP failed to pay Plaintiff and other similarly situated Class Members all wages due
11 to them within any time period specified by California Labor Code section 204. Since Plaintiff
12 was personally not compensated for all hours worked and did not receive all meal and rest break
13 premium payments for missed, late, or short meal/rest periods, KIPP would have certainly
14 violated section 204 as to Plaintiff. KIPP was also in violation of California Labor Code section
15 226(a) by failing to include pertinent information on the wage statements, including but not
16 limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay,
17 gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all
18 deductions, the correct start and end of the pay period, all employee identifying information, the
19 correct and complete name and address of the legal employer, and reimbursement for business
20 expenses, among others. As such, KIPP did not provide Plaintiff and other similarly situated Class
21 Members with complete, accurate itemized wage statements.

22 24. During the relevant time period, KIPP also failed to keep accurate and complete
23 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and the
24 other Class Members pursuant to California Labor Code sections 1174(d).

25 25. KIPP also violated Labor Code § 203 because it willfully failed to pay other
26 similarly situated Class Members earned and due wages upon separation of employment, either
27 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
28 unpaid wages include compensation for all hours worked, including minimum wages, overtime

1 compensation, and premium pay for missed meal and rest breaks.

2 26. During the relevant time period, Plaintiff and other Class Members incurred
3 necessary, business-related expenses and costs that were not reimbursed by KIPP. These costs
4 include, but are not limited to, use of personal cell phones for work purposes and uniforms. Note
5 that the phone provided by KIPP did not work so Plaintiff had to use Google Voice and his own
6 personal cell phone. Accordingly, KIPP was in violation of California Labor Code sections 2800
7 and 2802.

8 27. Furthermore, KIPP did not provide proper and correct/accurate sick pay that was
9 also delineated on employee pay stubs and also failed to provide proper sick leave in violation of
10 Labor Code sections 233 and 246.

11 28. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
12 unlawful practices and policies, Plaintiff and the Class Members were:

- 13 A. Not provided with all off duty meal periods;
- 14 B. Not authorized and permitted to take all rest break periods;
- 15 C. Not paid one hour's pay for each workday in which Defendants failed to
16 authorize and permit them to take one or more timely rest periods;
- 17 D. Not paid one hour's pay for each workday in which Defendants failed to
18 provide them with one or more timely meal periods;
- 19 E. Not paid all wages earned, including, but not limited to, minimum, regular,
20 overtime, and doubletime wages;
- 21 F. Not indemnified for all necessary business expenditures incurred during
22 the discharge of their duties;
- 23 G. Not provided with proper and correct/accurate sick leave;
- 24 H. Not provided with accurate and complete wage statements; and
- 25 I. Not timely paid all earned and unpaid wages during employment and at the
26 time their employment ended.

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28 ///

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

29. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

30. At all relevant times during the applicable limitations period, Plaintiff and the class have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 1198, and the Wage Order.

31. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

32. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

33. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or

1 recovery period in accordance with a state law, including, but not limited
2 to, an applicable statute or applicable regulation, standard, or order of the
3 Industrial Welfare Commission, the Occupational Safety and Health
4 Standards Board, or the Division of Occupational Safety and Health, the
5 employer shall pay the employee one additional hour of pay at the
6 employee's regular rate of compensation for each workday that the meal
7 or rest or recovery period is not provided.

8 34. Pursuant to the Wage Order, Plaintiff and the Class were entitled to be provided
9 with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction
10 thereof.

11 35. Defendants failed to provide Plaintiff with all required rest breaks in accordance
12 with the Wage Order. Plaintiff and the Class Members did not take timely, uninterrupted rest
13 breaks of at least two per day wherein they were relieved of all duty. It was not company policy
14 and not part of the culture for employees such as Plaintiff and the Class Members to take
15 uninterrupted rest breaks since it was the normal practice and custom of KIPP not to authorize,
16 permit, and enforce statutory rest periods. Plaintiff is informed and believes and thereon alleges
17 that, at relevant times within the applicable limitations period, Defendants had a policy, practice,
18 or a lack of a policy which resulted in Defendants not providing the class with all rest breaks
19 required by California law.

20 36. Defendants failed to pay Plaintiff the additional wages required by California
21 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
22 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
23 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
24 providing the class with additional wages for all rest breaks not provided to them as required by
25 California Labor Code § 226.7.

26 37. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
27 damages in amounts subject to proof to the extent they were not paid additional wages owed for
28 all rest breaks not provided to them.

38. By reason of the above, Plaintiff and the members of the class are entitled to
premium wages for workdays in which one or more rest breaks were not provided to them
pursuant to California Labor Code § 226.7.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

39. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

40. At all relevant times during the applicable limitations period, Plaintiff and the class have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

41. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

42. In relevant part, Labor Code Section 512 states

“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

43. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the

1 employee's regular rate of compensation for each workday that
2 the meal period is not provided.

3 44. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
4 class were entitled to be provided with uninterrupted meal periods of at least 30 minutes for
5 each day they worked five or more hours. Pursuant to California Labor Code § 512, they were
6 also entitled to a second 30-minute meal period when they worked more than ten (10) hours in
7 a workday.

8 45. During the relevant time period, Defendants failed to provide Plaintiff and the
9 Class Members with timely, off-duty meal periods in accordance with California Labor Code §
10 512 and the Wage Order. Plaintiff and the Class Members would receive their meal breaks after
11 the 5th hour worked or they would be interrupted during their breaks. Like the rest breaks,
12 receiving a thirty-minute uninterrupted and timely meal break was not always enforced by KIPP.
13 Consequently, it was the normal practice and custom of KIPP not to authorize, permit, and
14 enforce timely statutory meal periods.

15 46. Plaintiff is informed and believes and thereon alleges that, at relevant times
16 within the applicable limitations period, Defendants maintained a policy, practice, or a lack of
17 a policy which resulted in Defendants not providing Plaintiff and the class with all timely meal
18 periods required by California Labor Code § 512 and the Wage Order.

19 47. Defendants failed to pay Plaintiff the additional wages required by California
20 Labor Code § 226.7 for all meal periods not provided to him. Plaintiff is informed and believes
21 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
22 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
23 providing the class with additional wages for all meal periods not provided to them as required
24 by California Labor Code § 226.7.

25 48. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
26 damages in amounts subject to proof to the extent they were not paid additional wages owed for
27 all meal periods not provided to them.

28 49. By reason of the above, Plaintiff and the members of the class are entitled to
premium wages for workdays in which one or more meal periods were not provided to them
pursuant to California Labor Code § 226.7.

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THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Lab. Code §§ 1194, 1197, and 1198)
(Plaintiff and the Class against Defendants)

50. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

51. At all relevant times, Plaintiff and the other Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code sections 1194, 1197, and 1198 and the Wage Order.

52. Section 2 of the Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

53. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

54. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

55. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

56. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

57. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

58. At all relevant times, Defendants did not provide Plaintiff and the Class Members with the minimum wages to which they were entitled for all work performed. Plaintiff and the Class Members were not paid for all hours worked, because the company would routinely time shave and round down hours to the detriment of the employees, which would translate into

1 employees not getting paid for all hours worked in contravention of California's minimum wage
2 laws. Moreover, to the extent Plaintiff and the Class Members worked through their meal periods
3 or their meal periods were interrupted by work obligations, Plaintiff and the Class Members did
4 not receive compensation for all hours worked in violation of California's minimum wage laws.
5 There were also occasions wherein Plaintiff was clocked out for work and the company asked
6 him to come back and continue working for which he was not compensated. Moreover, during
7 the Covid-19 pandemic, Defendants failed to pay its employees for time spent doing temperature
8 checks and symptom questionnaires related COVID-19 screening.

9 59. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
10 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
11 failure to compensate Plaintiff and the other Class Members minimum wages for all hours
12 worked as required by California law.

13 60. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
14 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
15 the minimum wages earned during each pay period during the applicable limitations period.

16 61. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
17 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
18 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
19 subject to proof.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(Lab. Code §§ 510, 1194, and 1198)**

23 **(Plaintiff and the Class against Defendants)**

24 62. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

25 63. At all relevant times, Plaintiff and the other Class Members have been non-exempt
26 employees of Defendants and entitled to the benefits and protections of California Labor Code
27 sections 510, 1194, and 1198 and the Wage Order.

28 64. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

1 (1) The following overtime provisions are applicable to employees 18 years of
2 age or over and to employees 16 or 17 years of age who are not required by law
3 to attend school and are not otherwise prohibited by law from engaging in the
4 subject work. Such employees shall not be employed more than eight (8) hours in
5 any workday or more than 40 hours in any workweek unless the employee
6 receives one and one-half (1 ½) times such employee's regular rate of pay for all
7 hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes
8 a day's work. Employment beyond eight (8) hours in any workday or more than
9 six (6) days in any workweek is permissible provided the employee is
10 compensated for such overtime at not less than:

11 (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours
12 worked in excess of eight (8) hours up to and including 12 hours in any workday,
13 and for the first eight (8) hours worked on the seventh (7th) consecutive day of
14 work in a workweek.

15 (b) Double the employee's regular rate of pay for all hours worked in excess of
16 12 hours in any workday and for all hours worked in excess of eight (8) hours on
17 the seventh (7th) consecutive day of work in a workweek.

18 (c) The overtime rate of compensation required to be paid to a nonexempt full-
19 time salaried employee shall be computed by using the employee's regular hourly
20 salary as one-fortieth (1/40) of the employee's weekly salary.

21 65. Labor Code section 510 states:

22 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
23 in one workday and any work in excess of 40 hours in any one workweek and the
24 first eight hours worked on the seventh day of work in any one workweek shall
25 be compensated at the rate of no less than one and one-half times the regular rate
26 of pay for an employee. Any work in excess of 12 hours in one day shall be
27 compensated at the rate of no less than twice the regular rate of pay for an
28 employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate
of pay of an employee. Nothing in this section requires an employer to combine
more than one rate of overtime compensation in order to calculate the amount to
be paid to an employee for any hour of overtime work.

66. Labor Code section 1194 invalidates any agreement between an employer and an
employee to work for less than the minimum wage required under the applicable Wage Order.

67. Labor Code section 1198 makes it unlawful for an employer to employ an
employee under conditions that violate the Wage Order.

68. In conjunction, these provisions of the Labor Code require employers to pay non-
exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours

1 worked, including unrecorded hours when the employer knew or reasonably should have known
2 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
3 Cal.4th 575, 585.)

4 69. At all relevant times, Defendants required Plaintiff and the Class Members to
5 perform "off the clock". As such, Plaintiff and the Class Members often worked more than eight
6 (8) hours per day and more than forty (40) hours per week. Defendants, however, failed to pay
7 Plaintiff and the other Class Members for this off-the-clock work, and failed to compensate them
8 at one and one-half times their respective regular rates of pay for all overtime hours worked.
9 Moreover, despite providing bonuses and other incentive payments, Defendants did not factor in
10 those payments in calculating employees' correct regular rate of pay in order to then calculate
11 the correct overtime rate of pay.

12 70. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
13 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
14 failure to compensate Plaintiff and the other Class Members for all overtime hours worked as
15 required by California law.

16 71. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
17 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
18 the full amount of overtime wages earned during each pay period during the applicable limitations
19 period.

20 72. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
21 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
22 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
23 subject to proof.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO INDEMNIFY**

26 **(Lab. Code §§ 1198 & 2802)**

27 **(Plaintiff and the Class against all Defendants)**

28 73. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

74. At all relevant times, Plaintiff and the Class Members have been non-exempt
employees of Defendants and entitled to the benefits and protections of the California Labor Code
§§ 1198 and 2802 and the Wage Order.

1 75. In pertinent part, California Labor Code § 2802(a) states:

2 “An employer shall indemnify his or her employee[s] for all
3 necessary expenditures incurred by the employee in direct
4 consequence of the discharge of his or her duties.”

5 76. Section 9(B) of the Wage Order states:

6 When tools or equipment are required by the employer or are
7 necessary to the performance of a job, such tools and equipment
8 shall be provided and maintained by the employer, except that an
9 employee whose wages are at least two (2) times the minimum
10 wage provided herein may be required to provide and maintain
11 hand tools and equipment customarily required by the trade or
12 craft.

13 77. California Labor Code § 1198 prohibits employers from employing their
14 employees under conditions prohibited by the Wage Order.

15 78. At all relevant times, as a condition for employment, Defendants required Plaintiff
16 and the Class Members to purchase uniforms, as well as use their own personal mobile phones
17 to communicate with management. Defendants, however, failed to reimburse Plaintiff and the
18 Class Members for these required business expenses.

19 79. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
20 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
21 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
22 during the course of performing their duties.

23 80. Therefore, pursuant to California Labor Code § 2802(b), Plaintiff and the Class
24 Members are entitled to reimbursement for all necessary expenditures and losses and interest
25 thereon, due and owing to them within four years of the date of the filing of the Complaint until
26 the entry of judgment.

27 81. Accordingly, with respect to this cause of action, on behalf of himself and the
28 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’
fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

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SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and the Class against all Defendants)

82. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

83. At all relevant times during the applicable limitations period, Plaintiff and the other Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code section 226.

84. Pursuant to California Labor Code section 226(a), Plaintiff and the other class members were entitled to receive, biweekly or at the time of each payment of wages, an accurate itemized statement showing:

(1) Gross wages earned,

(2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

(3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

(4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,

(5) Net wages earned,

(6) The inclusive dates of the period for which the employee is paid,

(7) The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,

(8) The name and address of the legal entity that is the employer, and

(9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

85. Pursuant to California Labor Code section 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period

1 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
2 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
3 is entitled to an award of costs and reasonable attorneys' fees.

4 86. Pursuant to California Labor Code section 226(e), an employee is deemed to suffer
5 injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer
6 injury if the employer fails to provide accurate and complete information as required by California
7 Labor Code section 226(a) and the employee cannot "promptly and easily determine" from the
8 wage statement alone one or more of the following:

9 A. The amount of the gross wages or net wages paid to the employee during
10 the pay period or any of the other information required to be provided on the itemized wage
11 statement pursuant to California Labor Code section 226(a);

12 B. Which deductions the employer made from gross wages to determine the
13 net wages paid to the employee during the pay period;

14 C. The name and address of the employer and, if the employer is a farm labor
15 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
16 and address of the legal entity that secured the services of the employer during the pay period;
17 and

18 D. The name of the employee and only the last four digits of his or her social
19 security number or an employee identification number other than a social security number.

20 87. "Promptly and easily determine," as stated in California Labor Code section
21 226(e), means a reasonable person would be able to readily ascertain the information without
22 reference to other documents or information.

23 88. As alleged herein, Defendants failed to provide Plaintiff and the other class
24 members with all meal and rest periods in compliance with California law. They also failed to
25 provide them with premium wages on workdays they failed to provide them with one or more
26 meal and/or rest periods in compliance with California law. Further, Defendants failed to
27 compensate Plaintiff and the other Class Members for all hours worked. As a result, Defendants
28 have failed to properly itemize Plaintiff and the other Class Members' gross and net wages earned,
total hours worked, hourly rate of pay, the corresponding number of hours worked at each hourly
rate, and other requirements of California Labor Code § 226. As a result, Defendants have violated
California Labor Code § 226.

1 89. Defendants' failure to provide Plaintiff and the other Class Members with accurate
2 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
3 the other Class Members with accurate wage statements but intentionally provided wage
4 statements that Defendants knew were not accurate.

5 90. As a result of being provided with inaccurate wage statements by Defendants,
6 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
7 wage statements were violated and they were misled about the amount of wages they had actually
8 earned and were owed. In addition, the absence of accurate information on their wage statements
9 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
10 and mathematical computations to determine the amounts of wages owed, has caused difficulty
11 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
12 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
13 and the other Class Members were not able to ascertain from the wage statements whether
14 Defendants complied with their obligations under California Labor Code section 226(a).

15 91. Pursuant to California Labor Code section 226(e), Plaintiff and the other class
16 members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)
17 for the initial pay period in which a violation of California Labor Code section 226(a) occurred
18 and one hundred dollars for each violation of California Labor Code section 226(a) in a
19 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per
20 Class Member, and are also entitled to an award of costs and reasonable attorneys' fees.

21 92. Accordingly, with respect to this cause of action, on behalf of himself and the other
22 Class Members, Plaintiff prays for the herein stated relief and for an award of all reasonable costs
23 and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to
24 proof.

25 **SEVENTH CAUSE OF ACTION**

26 **WAITING TIME PENALTIES**

27 **(Lab. Code §§ 201-203)**

28 **(Plaintiff and the Class against all Defendants)**

29 93. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

30 94. At all relevant times during the applicable limitations period, Plaintiff and the
31 Class have been non-exempt employees of Defendants and entitled to the benefits and protections

of California Labor Code sections 201 to 203 and the Wage Order.

95. Labor Code section 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

96. Labor Code section 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

97. By failing to pay all earned minimum, regular, overtime, and premium wages to Plaintiffs and the class as described above, Defendants failed to timely pay Plaintiff and the class all earned and unpaid wages in violation of Labor Code section 201 or 202.

98. Plaintiff is informed and believes that Defendants' failures to timely pay all final wages to them and the Class Members have been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and 202 but have intentionally adopted policies or practice that are incompatible with those requirements.

99. Labor Code section 203 provides that the wages of an employee continue on a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid wages to the employee in accordance with Labor Code section 201 or 202.

100. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the class all of their earned and unpaid wages have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order even though, at all relevant times, they have had the ability to comply with those legal requirements.

101. Pursuant to Labor Code section 203, Plaintiff seeks waiting time penalties on behalf of himself and the Class Members, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(Lab. Code §§ 204)

(Plaintiff and the Class against all Defendants)

102. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

103. California Labor Code Section 204 establishes the fundamental right of all

1 employees in the State of California to be paid wages in a timely fashion for their work.

2 104. At all times relevant during the liability period, Defendants failed to pay
3 Plaintiff and the Class Members the full amount of all owed wages when due as required by
4 California Labor Code Section 204.

5 105. Defendants failed to pay Plaintiff and the Class Members all wages earned each
6 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
7 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
8 Members wages for all hours worked, including overtime hours and premium pay for missed rest
9 breaks and meal breaks.

10 106. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
11 have suffered damages in an amount, subject to proof, to the extent he was not paid all wages
12 each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can
13 be determined directly from Defendants' records or indirectly based on information from
14 Defendants' records.

15 107. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
16 Class Members due under the statutes alleged along with any allowable interest, penalties,
17 attorney's fees, and costs according to proof at trial.

18 **NINTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 **(Bus. & Prof. Code §§ 17200, et seq.)**

21 **(Plaintiff and the Class against all Defendants)**

22 108. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

23 109. At all relevant times during the applicable limitations period, Plaintiff and the
24 other Class Members have been employees of Defendants and entitled to the benefits and
25 protections of the Business and Professions Code sections 17200, et seq.

26 110. The unlawful conduct of Defendants alleged herein amounts to and constitutes
27 unfair competition within the meaning of California Business & Professions Code sections 17200,
28 et seq. Due to their unfair and unlawful business practices as alleged herein, Defendants have

1 unfairly gained a competitive advantage over other comparable companies doing business in
2 California that comply with their legal obligations to, among other things, pay their employees
3 premium wages for workdays in which they did not provide employees with one or more meal
4 and rest periods, reimburse their employees for reasonable expenses incurred during the course
5 of performing their duties, provide accurate and proper sick leave to their employees, and pay
6 their employees all earned wages for all minimum, regular, and overtime hours worked at the
7 correct rates of pay. Defendants have violated California Labor Code §§ 201, 202, 203, 204, 226,
8 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

9 111. As a result of Defendants' unfair competition as herein alleged, Plaintiff and the
10 other Class Members have suffered injuries in fact and lost money or property. Defendants
11 deprived Plaintiff and the other Class Members of minimum, overtime, and premium wages and
12 reimbursement for expenses that Plaintiff and the other Class Members incurred during the course
13 of performing their duties.

14 112. Pursuant to California Business & Professions Code section 17203, Plaintiff and
15 the other Class Members are entitled to restitution of all monies rightfully belonging to them that
16 Defendants did not pay them, or that Defendants otherwise retained by means of their unlawful
17 and unfair business practices.

18 113. Plaintiff and the other Class Members are entitled to reasonable attorneys' fees in
19 connection with their unfair competition claims pursuant to California Code of Civil Procedure
20 section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

21 **TENTH CAUSE OF ACTION**

22 **CIVIL PENALTIES UNDER PAGA**

23 **(By Plaintiff and the Class against all Defendants)**

24 114. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 115. The "Aggrieved Employees" are all members of the class defined above who
26 Defendants employed during the period beginning January 4, 2023 and ending on the date that
27 final judgment is entered in this action.

28 116. Labor Code § 204 states

1 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
2 or 204.2, earned by any person in any employment are due and payable twice
3 during each calendar month, on days designated in advance by the employer as the
4 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
5 calendar month shall be paid for between the 16th and the 26th day of the month
6 during which the labor was performed, and labor performed between the 16th and
7 the last day, inclusive, of any calendar month, shall be paid for between the 1st
8 and 10th day of the following month. ...

9 (b) (1) Notwithstanding any other provision of this section, all wages
10 earned for labor in excess of the normal work period shall be paid no later than the
11 payday for the next regular payroll period.

12 (2) An employer is in compliance with the requirements of subdivision (a) of
13 Section 226 relating to total hours worked by the employee, if hours worked in
14 excess of the normal work period during the current pay period are itemized as
15 corrections on the paystub for the next regular pay period. Any corrections set out
16 in a subsequently issued paystub shall state the inclusive dates of the pay period
17 for which the employer is correcting its initial report of hours worked.

18 (c) However, when employees are covered by a collective bargaining
19 agreement that provides different pay arrangements, those arrangements shall
20 apply to the covered employees.

21 (d) The requirements of this section shall be deemed satisfied by the payment
22 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
23 more than seven calendar days following the close of the payroll period.

24 117. Defendants paid wages to employees on regular intervals. Defendants failed to pay
25 Plaintiff on such intervals for all wages earned and all hours worked. On information and belief,
26 Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for
27 all wages earned and all hours worked.

28 118. During the applicable time period, Defendants violated California Labor Code §§
201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802 and
the Wage Order.

119. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
behalf of himself or herself and other current or former employees, to bring a civil action to
recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

120. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
entitled to recover civil penalties for each of the Defendants' violations of California Labor Code

1 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802
2 during the applicable limitations period in the following amounts:

3 A. For violations of California Labor Code § 204, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
5 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
(penalty amounts established by California Labor Code § 210).

6 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
7 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
8 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
9 California Labor Code § 226.3).

10 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
11 (\$50.00) for each Aggrieved Employee for each initial violation and one hundred dollars
12 (\$100.00) for each Aggrieved Employee for each subsequent violation per pay period (penalty
amounts established by California Labor Code § 558).

13 D. For violations of California Labor Code § 1174, five hundred dollars
14 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
15 California Labor Code § 1174.5).

16 E. For violations of California Labor Code § 1197, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
18 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation per pay period
19 (regardless of whether the initial violations were intentionally committed) (penalty amounts
20 established by California Labor Code § 1197.1).

21 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
22 1194, 1198, and 2802 one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
23 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
24 pay period for each subsequent violation (penalty amounts established by California Labor Code
§ 2699(f)(2)).

25 121. Plaintiff has complied with the procedures for bringing suit specified in California
26 Labor Code § 2699.3. By a letter dated January 4, 2024, Plaintiff filed written notice online with
27 the Labor and Workforce Development Agency ("LWDA") and gave written notice by certified
28 mail to Defendants of the specific provisions of the California Labor Code alleged to have been

1 violated, including the facts and theories to support the alleged violations. Plaintiff accompanied
2 his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
3 response within 65 calendar days of the date of Plaintiff's notice.

4 122. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
5 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
6 connection with their claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
9 relief and judgment against Defendants as follows:

- 10 A. An order that the action be certified as a class action;
- 11 B. An order that Plaintiff be appointed class representative;
- 12 C. An order that counsel for Plaintiff be appointed class counsel;
- 13 D. Unpaid Wages;
- 14 E. Actual Damages;
- 15 F. Statutory Damages;
- 16 G. Liquidated Damages;
- 17 H. Restitution;
- 18 I. Declaratory and injunctive relief;
- 19 J. Equitable relief;
- 20 K. Pre-judgment interest;
- 21 L. Statutory penalties;
- 22 M. Civil penalties;
- 23 N. Costs of suit;
- 24 O. Interest;
- 25 P. Reasonable attorneys' fees; and

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1 Q. Such other relief as the Court deems just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
4 on all issues so triable.

5 Respectfully submitted,

MESSRELIAN LAW INC.

6 Dated: June 13, 2024

7 By

8 HAROUT MESSRELIAN

9 Attorneys for Plaintiff, ALEXIS ROCHA, and
10 all others similarly situated
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EXHIBIT 4



APEX

CLASS ACTION ADMINISTRATION

Quotation Request:

Harout Messerlian
MESSRELIAN LAW INC.

Case Name:

Date:
RFP Number:

Alexis Rocha v. KIPP So Cal Public Schools

Tuesday, December 23, 2025

201880024

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications

Estimated Class Size:	1,580
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
Sub Total:				\$825.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.00	1,580	\$1,580.00
USPS First Class Postage	Per Piece	\$0.73	1,580	\$1,153.40
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	158	\$316.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$150.00	1	\$150.00
Certified Language Translation: Spanish	Static Rate	\$750.00	1	\$750.00
Sub Total:				\$4,249.40

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	3	\$270.00
Data Analyst and Reporting	Per Hour	\$140.00	3	\$420.00
Sub Total:				\$1,140.00

APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$2,550.00	1	\$2,550.00
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Static Apex Website	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$3,050.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	1,580	\$1,580.00
USPS First Class Postage	Per Piece	\$0.73	1,580	\$1,153.40
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	158	\$237.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,200.00	1	\$1,200.00
Unclaimed Funds: State Controller's Unclaimed Property Fund-CCP 384	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$6,050.40

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	1	\$120.00
Sub Total:				\$490.00

TOTAL CAPPED ADMINISTRATION COST:				\$14,490.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 5

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Alexis Rocha v. KIPP So Cal Public Schools

Tuesday, December 23, 2025

Requesting Attorney:

Harout Messrelian, Esq.
MESSRELIAN LAW INC.
hm@messrelianlaw.com
818.810.7747

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS

Total Number of Class Members	1,580
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Order to ILYM's Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$3,370.00
Notification & Mailing:	\$3,820.40
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$6,549.60
Case Conclusion:	\$1,360.00

Not To Exceed ILYM Fees & Expenses: \$15,750.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Alexis Rocha v. KIPP So Cal Public Schools

Tuesday, December 23, 2025

Requesting Attorney's Name: Harout Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
Subtotal				\$650.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$500.00	1	\$500.00
Toll-Free Customer Service Representative	Flat Fee	\$600.00	1	\$600.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$3,370.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.25	1,580	\$1,975.00
USPS First Class Postage	Per Piece	\$0.80	1,580	\$1,264.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.75	237	\$414.75
Storage, Photocopies, Deliveries	Flat Fee	\$166.65	1	\$166.65
Subtotal				\$3,820.40

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Alexis Rocha v. KIPP So Cal Public Schools

Tuesday, December 23, 2025

Requesting Attorney's Name: Harout Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	1,580	\$1,580.00
USPS First Class Postage	Per Piece	\$0.70	1,580	\$1,106.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	158	\$237.00
Reminder Postcard for Uncashed Checks	Per Piece	\$0.90	474	\$426.60
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$6,549.60

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,360.00

Not To Exceed ILYM Fees & Expenses: \$15,750.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 6



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

December 23, 2025

CASE ASSUMPTIONS

Class Members	1,580
Opt Out Rate	1%
Opt Outs Received	26
Total Class Claimants	1,554
Subtotal Admin Only	\$15,842.50

Flat Fee Total \$15,000.00

For 1,580 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Case: Rocha v. KIPP So Cal Public Schools, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Harout Messrelian

Firm: Messrelian Law, Inc.

Contact Number: 818.484.6531

Email: hm@messrelianlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **1,580** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data **Must** be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	3		\$300.00
Programming Database & Setup	\$100.00	3		\$300.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	198		\$396.00
NCOA (USPS)	\$300.00	1		\$300.00
			Total	\$1,396.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Language Translation	\$900.00	1		\$900.00
Data Merge & Duplication Scrub	\$0.10	1,580		\$158.00
Notice Packet & Opt-Out Form	\$1.20	1,580		\$1,896.00
Estimated Postage (up to 2 oz.)*	\$0.90	1,580		\$1,422.00
Static Website	\$200.00	1		\$200.00
			Total	\$4,776.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$85.00	2	\$170.00
Skip Tracing Undeliverables	\$1.00	198	\$198.00
Remail Notice Packets	\$1.00	195	\$195.00
Estimated Postage	\$0.90	195	\$175.50
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$838.50

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Database	\$150.00	1	\$150.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	8	\$440.00
Deficiency & Dispute Letters	\$10.00	2	\$20.00
Case Manager	\$85.00	6	\$510.00
Total			\$1,320.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	9	\$1,215.00
Mail Class Checks *	\$0.80	1,554	\$1,243.20
Estimated Postage	\$0.70	1,554	\$1,087.80
Total			\$4,141.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	1	\$115.00
Remail Checks (Postage Included)	\$2.00	268	\$536.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1	\$1,300.00
Check to Cy-Pres	\$150.00	1	Included
Total			\$3,371.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$15,842.50



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 7