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Attorneys for Plaintiff CECILIA ESTRADA,
individually and on behalf of others similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CECILIA ESTRADA, individually and on
behalf of others similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

THE ROMAN CATHOLIC ARCHBISHOP
OF LOS ANGELES; and DOES 1 through
25, inclusive,

Defendants.

Case No.: 24STCV07184

**DECLARATION OF KAREN I. GOLD IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:
Time:
Dept.: 17

[Filed Concurrently with Mullins Declaration;
Plaintiff Estrada Declaration; and Motion for
Preliminary Approval of Class & PAGA Settlement]

I, Karen I. Gold, declare and state as follows:

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

2. I am fully familiar with the legal and factual issues in this case and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth in detail below.

3. I graduated *cum laude* from UCLA in 2005 with a Bachelor of Science degree in Cognitive Science and a Specialization in Computing. I received my law degree from Boston University School of Law and was admitted to the California State Bar in 2008.

4. Upon graduation, I joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as a general litigation attorney focused primarily on high-stakes sophisticated cases including class action defense matters. Thereafter, I spent approximately five years working for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over to Blackstone Law as a Senior Trial Attorney and Team Lead.

5. Throughout my career, I have managed over one hundred complex litigation cases, ranging from employment matters to corporate and general business litigation matters. On many of those cases, I was the only or primary attorney managing the case and thus obtained extensive experience overseeing these types of actions. In that capacity, I was the primary contact for clients; took and defended many depositions; propounded and responded to discovery; prepared and opposed motions and pleadings, including dispositive and certification motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in all other intricate facets of litigation. Super Lawyers honored me as a Southern California Rising Star from 2015 through 2018.

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1 6. As the Senior Trial Attorney and Team Lead, I oversee and handle over 100 wage-and-
2 hour putative class actions and/or representative actions under the California Labor Code Private
3 Attorney General Act of 2004 (“PAGA”) seeking relief on behalf of California employees.

4 7. I have considerable experience in handling class and representative action lawsuits
5 throughout my career and have been approved as counsel in a number of cases.

6 8. Blackstone Law, APC, represents plaintiffs in individual and representative
7 employment litigation. The firm has grown exponentially over the past six-plus years, now
8 maintaining approximately twenty well-qualified attorneys working on almost exclusively labor and
9 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
10 on other litigation matters.

11 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
12 actions that have since been resolved, the most recent of which are as follows:

- 13 • *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No.
14 CIV2203067, approved as class counsel in final settlement of wage and hour class and
15 PAGA action.
- 16 • *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No.
17 21CV003541, approved as class counsel in final settlement of wage and hour class and
18 PAGA action.
- 19 • *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No.
20 21STCV34040, approved as counsel in settlement of representative wage and hour action
21 pursuant to PAGA.
- 22 • *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case
23 No. 37-2021-00034922-CU-OE-CTL, preliminarily approved as class counsel, in
24 association with other counsel, in settlement of wage and hour class and PAGA action.
- 25 • *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court,
26 Case No. CIVSB2211140, preliminarily approved as class counsel in settlement of wage
27 and hour class and PAGA action.
- 28 • *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No.

BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour

class and PAGA action.

- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles Superior Court, Case N. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabkhil v. San Francisco SPCA et al.*, San Francisco Superior Court, Case No. CGC-23-609950, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz Superior Court, Case No. 23CV01762, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jesse Romero v. California Closet Company et al.*, Los Angeles Superior Court, Case No. 23STCV27355, approved as class counsel in settlement of wage and hour class and PAGA action.

Procedural History of the Actions

10. Defendant is a private corporation that employs individuals in cemeteries.

11. On March 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant, pursuant to California Labor Code Section 2699.3, of the specific provision of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 1**.

12. On March 21, 2024, Plaintiff filed a Class Action Complaint for Damages in *Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles County Superior Court Case No. 23STCV27362 (“Class Action”), thereby commencing a putative class action against Defendant.

13. On May 21, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.*, in the action titled *Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles County Superior Court, Case No. 24STCV12755 (“PAGA Action”), thereby commencing a PAGA enforcement action against Defendant Los Angeles Film Schools, LLC (“Defendant”). Class Action & PAGA Action collectively hereinafter “Actions.”

14. On December 20, 2024, Defendant produced a random sample of time and pay records for putative Class Members for the period of March 12, 2020, through October 27, 2024

15. On January 16, 2025, Plaintiff and Defendant (together, the “Parties”) participated in mediation conducted by Marc Feder (“Mediator”), a neutral and well-respected mediator with extensive experience in complex wage and hour matters. After a full day of mediation, and with the help of the Mediator, the Parties were able to reach an agreement to resolve this dispute on a class and PAGA basis.

16. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement which was fully executed on March 5, 2025. Attached hereto as **Exhibit 2** is a true and correct copy of the fully executed Settlement Agreement and the First Amendment to the Settlement Agreement.

17. On February 28, 2025, Plaintiff filed a Second Amended Class & Representative Action Complaint (“Operative Complaint”) in the Class Action which alleges eleven (11) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations, along with the failure to timely provide a copy of Plaintiff’s records, and failure to maintain accurate records.

Summary of the Terms of the Settlement Agreement

18. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period” (“Class Member(s)” or “Class”). The Class Period is defined as March 21, 2020 through the date of preliminary approval (subject to the escalator

provision in Paragraph 17). Based on information provided by Defendant, as of January 16, 2025, it is estimated that there are a total of eight hundred and seven (807) Class Members. As of the date of this filing, Defendant represents that the escalator provision in Paragraph 17 of the Settlement Agreement has not been triggered.

19. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two million four hundred and seventy-three thousand two hundred twenty-five dollars and zero cents (\$2,473,225.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel's attorney's fees ("Class Counsel Fees Payment") not to exceed 35% of the Gross Settlement Amount (*i.e.*, \$865,628.75 if the Gross Settlement Amount is \$2,473,225.00); (2) Class Counsel's actual litigation costs and expenses ("Class Counsel Litigation Expenses") not to exceed Nineteen thousand dollars and zero cents (\$19,000.00); (3) Settlement Administration Costs in the amount of Twelve thousand dollars and zero cents (\$12,000.00); (4) Enhancement Payment (incentive award) to Plaintiff in the amount of Ten thousand dollars and zero cents (\$10,000.00); and (5) up to One hundred thousand dollars and zero cents (\$100,000.00) for the PAGA Amount. After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One million four hundred sixty-six thousand five hundred ninety-six dollars and twenty-five cents (\$1,466,596.25). Additionally, 25% of the PAGA amount ("PAGA Employee Amount"), which is \$25,000.00 out of \$100,000.00 will be fully distributed to all "PAGA Employees," defined as all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period. The "PAGA Period" is defined as the period from March 15, 2023, through the date of preliminary approval.

20. Based on information from Defendant, it is estimated that the Class Members worked a total of 98,929 Workweeks during the period from March 21 2020, to January 16, 2025. If the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 98,929 by more than 10% (*i.e.*, by more than 108,822 Workweeks), then Defendant shall have the choice of

(i) increasing the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendant agrees to increase the Gross Settlement Amount by 1%); (ii) electing to end the Class Period on the date that the number of workweeks reaches 108,822 Workweeks (98,929 Workweeks + 9,893 Workweeks).

21. No later than seven (7) days of entry of the order of Preliminary Approval, a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) workweeks count for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks (collectively referred to as the “Class List”). Using best efforts to perform as soon as possible, and in no event later than seven (7) days after receiving the Class List, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as Exhibit B to the Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. Class Counsel is not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The Parties requested and received three bids from administrators and elected to go with the lowest one, which was ILYM Group, Inc. as the Settlement Administrator.

22. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

23. The amount owed to PAGA Employee(s) will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of weeks each PAGA Employee worked for

1 Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period
2 (“PAGA Workweeks”). The *pro rata* share of the PAGA Employee amount that an PAGA Employee
3 may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be
4 calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

5 24. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
6 eighty percent (80%) penalties and interest. The portion allocated to wages will be reported on an
7 IRS Form W-2 and the portions allocated to non-wage damages and penalties will be reported on an
8 IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will
9 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
10 Individual Settlement Share, and issue checks to Settlement Class Members for their net payment of
11 their Individual Settlement Share (“Individual Settlement Payment”). The employer’s share of taxes
12 and contributions in connection with the wages portion of Class Payment Shares will be paid by
13 Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA
14 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
15 Form 1099 (if applicable) by the Settlement Administrator.

16 25. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
17 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
18 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
19 Agreement. No money will revert to Defendant.

20 26. Each Individual Settlement Payment and Individual PAGA Payment check will be
21 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
22 mailed, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
23 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in
24 the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this
25 disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire
26 Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their
27 settlement checks.

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1 such inquiry would prohibit a class from being certified. Class Counsel has also considered the risk
2 that the Court would find validity in an individualized proof defense to certification of Plaintiff's meal
3 period claim.

4 34. Based on the information provided, I am informed and believe that a reasonable
5 estimate of Defendant's liability for meal break violations here is as follows: 424,166 meal break
6 eligible shifts x \$23.42 (average rate of pay) x 15% violation rate = \$1,490,095.16 in reasonable
7 exposure for meal break violations.

8 *Alleged Rest Period Violations*

9 35. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest
10 periods. Plaintiff alleged that Plaintiff and other Class Members were unable to take their rest breaks
11 because of their heavy workloads. Plaintiff reported that she often worked through her rest breaks to
12 assist clients and answer work-related phone calls. Plaintiff's damages analysis on this claim was
13 based on an alleged 15% violation rate.

14 36. As with the meal period allegations, Defendant contended that it had a lawful written
15 rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as required
16 under California law. Defendant also claimed that given the lack of records demonstrating rest period
17 violations, there were legitimate concerns in certifying these claims.

18 37. Based on the information provided, I am informed and believe that a reasonable
19 estimate of Defendant's liability for rest break violations here is as follows: 440,427 rest break eligible
20 shifts x \$23.42 (average rate of pay) x 15% violation rate = \$1,547,220.05 in reasonable exposure for
21 meal break violations.

22 *Off-The-Clock Work*

23 38. Plaintiff's minimum and overtime wages claims were largely based on alleged
24 unrecorded, off-the-clock work performed by the Class Members both after their shifts and during
25 purported meal and rest periods. For example, Plaintiff alleged that she and class members were
26 required to perform work off-the-clock to answer work-related calls and texts and assist clients who
27 were only available after the end of a scheduled shift.

28 39. Defendant claimed that the individualized nature of why this work was performed and

1 the individualized nature of damages presented substantial concerns regarding the manageability of the
2 case and the risk the Court could find these issues prevented certification.

3 40. The estimated damages for this claim assumed that Class Members worked on average
4 one hour per week off the clock, resulting in the following calculation: 98,774 work weeks x 1 hour x
5 \$24.43, which equals \$2,413,048.82 in estimated damages for off-the-clock work.

6 *Underpaid Overtime Wages and Hours*

7 41. Plaintiff's underpaid overtime wages claim was based primarily on a regular rate of
8 pay violation, which affected only a handful of employees and resulted in an underpayment of
9 approximately \$580,316.

10 *Failure to Reimburse Necessary Business Expenses*

11 42. Plaintiff contended that Class Members regularly used their personal cell phones for
12 work-related calls with supervisors and clients for which they were not reimbursed. Defendant
13 contends that these expenses were not common to all Class Members and that the costs were not a
14 reimbursable expense. Defendant further contended that it had policies and practices of reimbursing
15 employees for necessary business expenses. Class Counsel has also considered the risk that the Court
16 would find validity in an individualized proof defense to certification of Plaintiff's business expense
17 reimbursement claim Plaintiff used a reasonable estimate of \$30 per pay period to estimate
18 unreimbursed business expenses, resulting in an estimated \$740,370 in unreimbursed business
19 expenses.

20 *Derivative Claims*

21 43. As with all derivative claims, success depends on the success of the underlying claims.
22 Here, Plaintiff's claims for inaccurate wage statements, failure to timely pay wages during
23 employment, and failure to pay all wages due upon termination would only succeed if the underlying
24 claims for failure to pay wages for off-the-clock work, failure to pay overtime, and failure to pay
25 premiums for all meal and rest periods not lawfully provided were successful. Therefore, these claims
26 were subject to the same risks of failure as discussed above.

27 44. Also, even if Plaintiff prevailed on her underlying claims, she would still be required
28 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*

1 violations. Wage statement claims have also seen varying treatment at the appellate level because
2 such claims have an element of discretion attached to them rather than a pure calculation of damages
3 after liability is proven.

4 45. Accordingly, these derivative claims, which comprised a substantial portion of
5 Defendant's estimated liability, were therefore highly uncertain, and therefore Plaintiff's counsel
6 allocated minimal value to them.

7 *PAGA Exposure*

8 46. The PAGA period included only 18,803 pay periods. Assuming a 100% per pay period
9 violation rate, without stacking, this results in an additional \$7,221,580 in exposure under PAGA.

10 ***General Risks Considered***

11 47. Defendant raised numerous defenses and issues that factored into Plaintiff and its
12 counsel's decision to enter the Settlement.

13 48. Additionally, my colleagues and I were aware of Defendant's defenses and arguments
14 and have also taken into account the uncertainty and risk of the outcome of further litigation, and the
15 difficulties and delays inherent in such litigation, including those involved in class and/or
16 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
17 liability for the claims asserted in the Actions, Defendant's defenses, and the difficulties in establishing
18 entitlement to monetary recovery. Plaintiff has also considered the evaluations of the Mediator, who
19 is experienced and well-regarded in complex labor and employment matters.

20 49. Moreover, Defendant denied and continues to deny any liability and wrongdoing of
21 any kind associated with the claims alleged in the Actions and further denies that class certification is
22 appropriate for any purpose other than the Settlement. Defendant proffered defenses to both
23 certification and to the merits of Plaintiff's claims. Defendant claimed that all putative class members
24 – regardless of title – worked as “ministerial” employees and are therefore were not subject to the
25 protections of California's wage and hour laws. Additionally, Defendant contended that Plaintiff's
26 claims are not suitable for class certification because individual issues would predominate should this
27 case go to trial, particularly given the wide range of job titles and responsibilities across the putative
28 class. As with all class actions, these complex cases raise difficult management and proof issues and,

1 accordingly, there is a significant risk that the Court may deny class certification.

2 50. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
3 proving the amount of wages due to Class Members would be an expensive, time-consuming, and
4 uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and
5 analyze thousands of pages of documents, obtain the Class Members' contact information, contact
6 them, and obtain their declarations at great expense. Obtaining the cooperation of current employees
7 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
8 employer. On the other hand, Defendant would likely be able to obtain the cooperation of their
9 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
10 substantially delay any recovery by the Class.

11 51. Therefore, taking into account how each of the above risks potentially effected
12 Plaintiff's ability to obtain class certification, then prove the underlying violations, and the cost and
13 delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated
14 liability by 50% to \$9,062,745. The merits-based risk factors further reduced Defendant's estimated
15 liability by an additional 50%. This resulted in an adjusted estimated liability of \$4,531,372.50. In
16 light thereof, the settlement amount of \$2,473,255.00 is a significant settlement.

17 52. Class Counsel also separately contemplated the risks of proceeding with the PAGA
18 action and potential liability Defendant could face from this claim as part of the global resolution.
19 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
20 wage claims. It was anticipated that even if successful on the merits at trial, the imposition of
21 cumulative civil penalties based on the alleged wage and hour violations could be considered unjust,
22 arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith
23 attempt to comply with its legal obligations warranting a reduction in penalties. Class Counsel also
24 anticipated Defendant would argue that it made a good faith attempt to comply with its legal
25 obligations and that the violations per pay period were relatively low, warranting an additional
26 reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not
27 intended to be compensatory in nature but is instead intended to facilitate enforcement of California's
28 labor laws by financing state activities and educating and deterring non-compliance.

53. Therefore, after considering this multitude of factors, my colleagues and I concluded that it was in the best interest of the Class Members, the State of California and the PAGA Employees to enter into the Settlement, and to allocate One hundred thousand dollars and zero cents (\$100,000.00) of the Gross Settlement Amount towards the PAGA claim, which represents approximately 4% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

54. I therefore respectfully submit that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Settlement Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Enhancement Payment

55. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment of Ten thousand dollars and zero cents (\$10,000.00) to Plaintiff Cecilia Estrada. This Enhancement Payment is reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

56. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225.00) and actual litigation costs and expenses in an amount not

1 to exceed Nineteen thousand dollars and zero cents (\$19,000.00), which will be paid out of the Gross
2 Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and
3 costs of litigation and will not receive any compensation until recovery is obtained.

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

11 The attorneys who worked on this Actions are all experienced in litigating wage and hour matters as
12 follows:

- 13 a. Jonathan M. Genish is the shareholder and founder of Blackstone Law, APC. Mr.
14 Genish received his law degree from Benjamin N. Cardozo School of Law and was
15 admitted to the California State Bar in 2008. During law school, he clerked at the
16 litigation firm Oved & Oved, LLP and was published several times in various small
17 publications. Upon graduation, he was hired by Freedman & Taitelman, LLP as an
18 associate and remained employed there from September 2008 through August 2015.
19 During his tenure, he managed hundreds (perhaps thousands) of complex litigation
20 cases, ranging from employment, corporate, entertainment, and general business
21 litigation matters, though his primary area of expertise was employment, both single
22 plaintiff and representative actions. On the vast majority of those cases, he was the
23 only or primary attorney managing the case and thus obtained extensive experience.
24 He has represented a wide range of clients from sole proprietorships to Fortune 500
25 companies in state, federal, complex, and appellate courts. Many of the cases he
26 managed were highly publicized, with articles written about them in the Los Angeles
27 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others.
28 Super Lawyers has regularly honored him as a Southern California Rising Star since

2012.

b. Sara Pezeshkpour is a 2008 graduate of UCLA Law School and is part of the team at Blackstone Law, APC that litigated this matter. She was admitted to practice law in California that same year. Since passing the California bar, Ms. Pezeshkpour has exclusively represented plaintiffs in civil rights litigation, including wage-and-hour disputes, as well as harassment, discrimination, and retaliation litigation.

c. Marissa Mayhood graduated from Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v. Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case No. 3:16-cv-01854-RS, and was approved as class counsel. Ms. Mayhood is now a senior attorney at Blackstone Law, APC.

58. Class Counsel has litigated this matter for over one (1) year and was actively preparing this matter for class certification and trial. At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

59. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint ILYM to handle these procedures and to serve as the Settlement Administrator. Defendant will provide ILYM with the Class List and ILYM will calculate each Class Member's estimated Individual Settlement Payment and each PAGA Employee's estimated Individual PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection,

1 and Workweek Disputes; will provide necessary reports and declarations; will calculate, subtract, and
2 transmit necessary taxes and withholdings with respect to the wages portion of the Individual
3 Settlement Payment; will prepare and submit informational and other tax filings and documents; will
4 issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing
5 Individual Settlement Payment checks to the Class Members and Individual PAGA Payment checks
6 to the PAGA Employees; and perform any other usual and customary duties for administering a class
7 action settlement.

8 60. I am not aware of an alternative method of providing notice to the Class which would
9 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
10 Class Member, who provided the information to Defendant. Skip tracing will be performed, if
11 necessary.

12 ***Notice of Settlement to the LWDA***

13 61. In accordance with California Labor Code section 2699(s)(2) and concurrently with the
14 filing of this Motion, a copy of the proposed Settlement was submitted to the LWDA via online
15 submission through the LWDA's website.

16 ***Pending Actions***

17 62. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims
18 that will be extinguished or adversely affected by the Agreement.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed on March 24, 2025, at Westlake Village, California

22
23 

24 Karen I. Gold

EXHIBIT 1



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Karen Gold, Esq.
kgold@blackstonepc.com

March 15, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*

To Whom It May Concern:

This office represents Cecilia Estrada (“Claimant”) with respect to their claims under the California Labor Code against The Roman Catholic Archbishop of Los Angeles (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Cecilia Estrada from approximately October 2021 to November 2023 as a non-exempt, hourly-paid employee. Cecilia Estrada worked as a Cemetery Counselor for Employers and was based out of Employers’ facility located at 2161 Fullerton Rd, Rowland Heights, CA 91748.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226(c), 226.7, 432, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1198.5 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, (1) performing job duties prior to clocking in and after clocking out to catch up and assist families and (2) answering calls and text messages after clocking out and in between shifts from clients and coworkers asking work-related questions. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages,

straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO TIMELY PROVIDE A COPY OF CLAIMANT'S RECORDS

"An employer that is required by [the Labor Code] or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code §226(b). An employer who receives a written request to inspect or receive a copy of such records "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code §226(c). An employer's failure to comply with Labor Code section 226(c) "entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Labor Code § 226(f).

California Labor Code section 432 provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

California Labor Code section 1198.5 provides that "[e]very current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee." "The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request..."

On December 15, 2023, Claimant's attorneys sent to Employers a written request for Claimant's records pursuant to California Labor Code sections 226(c), 432, and 1198.5. This request was sent to Employers at 3424 Wilshire Blvd. Los Angeles, CA 90010 via certified mail. On or around December 20, 2023, the aforementioned records request letter was received and signed for by an agent or employee of Employers. On or around February 9, 2024, a second request was sent to Employers 3424 Wilshire Blvd. Los Angeles, CA 90010 via certified mail. On or around February 16, 2024, the second aforementioned records request letter was received and signed for by an agent or employee of Employers. As of the date of this filing, Claimant and/or Claimant's attorneys have not received a response to the records requested pursuant to California Labor Code sections 226(c), 432, and 1198.5

Claimant and Aggrieved Employees will therefore seek PAGA penalties pursuant to California Labor Code section 2699, penalties pursuant to California Labor Code section 226 including

section 226(f), penalties pursuant to California Labor Code section 1198.5 including section 1198.5(f), and attorneys' fees and costs.

3. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance

with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

4. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to

receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and

other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and mileage for work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

10. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

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

BLACKSTONE LAW

Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

The Roman Catholic Archbishop of Los Angeles
2161 S. Fullerton Road
Rowland Heights, CA 91748

The Roman Catholic Archbishop of Los Angeles
Jose H. Gomez
3424 Wilshire Boulevard
Los Angeles, CA 90010

EXHIBIT 2

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Cecilia Estrada
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendant The Roman
6 Catholic Archbishop of Los Angeles (“Defendant”) (together, Plaintiff and Defendant are referred to
7 as “Parties” and individually as “Party”).

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

11 **RECITALS**

12 1. On March 15, 2024, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendant (“PAGA Letter”).

16 2. On March 21, 2024, Plaintiff filed a Class Action Complaint in the action titled *Estrada*
17 *v. The Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles Superior Court, Case No.
18 24STCV07184 (“Class Action”), thereby commencing a putative class action against Defendant.

19 3. On May 21, 2024, and Plaintiff filed a Complaint for Enforcement Under the Private
20 Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* in the action titled *Estrada v. The*
21 *Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles Superior Court, Case No.
22 24STCV12755 (“PAGA Action”). Class Action & PAGA Action collectively hereinafter “Actions.”

23 4. On July 9, 2024, the Class Action and PAGA Action were found to be related and the
24 Class Action was found to be the lead case.

25 5. On February 28, 2025, Plaintiff filed a Second Amended Class & Representative
26 Action Complaint (“Operative Complaint”) in the Class Action which alleges eleven (11) causes of
27 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
28 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,

1 failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay
2 wages upon termination, failure to timely pay wages during employment, failure to provide compliant
3 wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse
4 necessary business expenses, for violations of California Business & Professions Code Section 17200,
5 *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under
6 the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.*
7 (“PAGA”) based on the aforementioned California Labor Code violations, along with the failure to
8 timely provide a copy of Plaintiff’s records, and failure to maintain accurate records.

9 6. Defendant denies all materials allegations set forth in the Actions and has asserted
10 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
11 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
12 and Released PAGA Claims (as defined herein).

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

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

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

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

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Sara Pezeshkpour of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

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

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

f. "Class Period" means the period from March 21, 2020, through the date of preliminary approval (subject to the escalator provision in Paragraph 17).

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

1 Claims.

2 h. "Court" means the Superior Court of the State of California for the County of
3 Los Angeles.

4 i. "Defendant's Counsel" means David Fishman and Janet S. Soultanian of
5 Ballard Rosenberg Golper & Savitt, LLP.

6 j. "Effective Date" means the date when all of the following events have occurred:
7 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's
8 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
9 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
10 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
11 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
12 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
13 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
14 the later of the following events: five business days after the period for filing any appeal, writ, or other
15 appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without
16 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
17 appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five
18 business days after any appeal, writ, or other appellate proceedings opposing the Court's Final
19 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
20 remedies or relief.

21 k. "Employer Taxes" means the employer's share of taxes and contributions in
22 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
23 in addition to the Gross Settlement Amount.

24 l. "Enhancement Payment" means the amount to be paid to Plaintiff, in
25 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
26 Employees, and general release of claims, as set forth in Paragraph 14.

27 m. "Final Approval" means the determination by the Court that the Settlement is
28 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

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

3 o. “Final Approval Order and Judgment” means the order granting final approval
4 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
5 Parties, and subject to approval by the Court.

6 p. “Gross Settlement Amount” means the amount of Two Million Four Hundred
7 Seventy-Three Thousand Two Hundred Twenty-Five Dollars and Zero Cents (\$2,473,225.00) to be
8 paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA
9 Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount,
10 Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class
11 Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement
12 Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement
13 Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided
14 in Paragraph 17.

15 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
16 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
17 calculated in accordance with Paragraph 19.

18 r. “Individual Settlement Payment” means the net payment of each Settlement
19 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
20 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
21 Paragraph 20.

22 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
23 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
24 in accordance with Paragraph 18.

25 t. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars and
26 Zero Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
27 LWDA under the PAGA Settlement, as set forth in Paragraph 15.

28 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount

1 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
2 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and
3 Settlement Administration Costs.

4 v. "Notice of Objection" means a Settlement Class Member's written objection to
5 the Class Settlement, which must: (a) contain the case name and number of the Actions; (b) contain
6 the objector's full name, signature, address, telephone number, and the last four (4) digits of the
7 objector's Social Security number; (c) contain a written statement of all grounds for the objection
8 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
9 documents upon which the objection is based; and (e) be returned by mail to the Settlement
10 Administrator at the specified address, postmarked on or before the Response Deadline.

11 w. "PAGA Amount" means the allocation of One Hundred Thousand Dollars and
12 Zero Cents (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
13 percent (75%) of the PAGA Amount, or \$75,000.00 will be paid to the LWDA (i.e., the LWDA
14 Payment) and the remaining twenty-five percent (25%), or \$25,000.00 will be distributed to the PAGA
15 Employees (i.e., the PAGA Employee Amount).

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

19 y. "PAGA Employee Amount" means the amount of Twenty-Five Thousand
20 Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
21 Employees on a *pro rata* basis based on their PAGA Workweeks.

22 z. "PAGA Period" means the period from March 15, 2022, through the date of
23 preliminary approval.

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

26 bb. "PAGA Workweeks" means the number of weeks each PAGA Employee
27 worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA
28 Period. PAGA Workweeks will be calculated by or provided to the Settlement Administrator.

1 cc. "Preliminary Approval" means the date on which the Court enters the
2 Preliminary Approval Order.

3 dd. "Preliminary Approval Order" means the order granting preliminary approval
4 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
5 the Court.

6 ee. "Released Class Claims" means any and all claims, debts, liabilities, demands,
7 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
8 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
9 arising during the Class Period, under any federal, state, or local law, and shall specifically include
10 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
11 and rest periods and associated premium payments, timely pay wages during employment and upon
12 termination, provide complaint wage statements, maintain complete and accurate payroll records,
13 reimburse necessary business-related expenses, and failure to comply with requests to inspect records
14 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
15 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
16 including *inter alia*, Wage Order 4-2001, and all claims for attorneys' fees and costs and statutory
17 interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*,
18 and any other claims, including claims for statutory penalties, pertaining to the Class Members.

19 ff. "Released PAGA Claims" means any and all claims arising from any of the
20 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
21 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
22 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay straight,
23 overtime and minimum wages, provide compliant meal and rest periods and associated premium
24 payments, timely provide a copy of records, timely pay wages during employment and upon
25 termination, provide complaint wage statements, maintain complete and accurate payroll records,
26 reimburse necessary business-related expenses, and failure to comply with requests to inspect records
27 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
28 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,

1 including *inter alia*, Wage Order 4-2001.

2 gg. “Released Parties” means Defendant and its current and former officers,
3 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
4 assigns.

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

11 ii. “Response Deadline” means the deadline by which Class Members must submit
12 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
13 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
14 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
15 case the Response Deadline will be extended to the next day on which the United States Postal service
16 is open. The Response Deadline may also be extended by express agreement between Class Counsel
17 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have
18 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
19 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
20 from the original Response Deadline.

21 jj. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
22 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
23 of administering the Settlement. The Parties and their counsel each represent that they do not have
24 any financial interest in the Settlement Administrator or otherwise have a relationship with the
25 Settlement Administrator that could create a conflict of interest.

26 kk. “Settlement Administration Costs” means the costs payable from the Gross
27 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
28 Paragraph 16.

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

mm. "Workweeks" means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator or provided by Defense Counsel by using timekeeping and/or payroll data to determine the actual number of weeks during which a Class Member worked as least one hour.

nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:

- (a) contain the case name and number of the Actions; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

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

TERMS OF THE AGREEMENT

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

13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application

1 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
2 Gross Settlement Amount (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225) and
3 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
4 of the Actions, in an amount not to exceed Nineteen Thousand Dollars and Zero Cents (\$19,000.00),
5 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
6 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
7 the Actions, including without limitation all work performed and costs incurred to date, and all work
8 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
9 Settlement Agreement, including any objections raised and any appeals necessitated by those
10 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
11 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
12 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
13 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
14 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or
16 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
17 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
18 Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a
19 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
20 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
21 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
22 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
23 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
24 benefit of the Settlement Class Members.

25 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
26 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross
27 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
28 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00,

1 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00,
2 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based
3 on the total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period
4 (i.e., the Individual PAGA Payments).

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

20 17. Escalator Clause. Defendant has represented that the Class Members worked a total of
21 98,929 Workweeks during the Class Period as of January 16, 2025. If the total number of Workweeks
22 worked by the Class Members during the Class Period actually exceeds 98,929 by more than 10%
23 (i.e., by more than 108,822 Workweeks), then Defendant shall have the choice of (i) increasing the
24 Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the
25 number of workweeks during the Class Period, Defendant agrees to increase the GFV by 1%); (ii)
26 electing to end the Class Period on the date that the number of workweeks reaches 108,822 Workweeks
27 (98,929 Workweeks + 9,893 Workweeks).

28 18. Individual Settlement Share Calculations. Individual Settlement Shares will be

1 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
2 Workweeks, as follows:

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

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

12 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be
13 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
14 number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA
15 Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA
16 Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual
17 PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual
18 PAGA Payment.

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

1 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

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

18 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
19 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
21 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
23 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
24 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
26 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
27 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE

1 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
2 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
4 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
5 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
6 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
8 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
9 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
10 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
11 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
12 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

23 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
24 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
25 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
26 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
27 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
28 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval

1 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will
2 apply for the entry of the Preliminary Approval Order seeking the following:

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

13 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
14 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
15 approval of the Settlement.

16 27. Delivery of Class List. Within seven (7) calendar days of Preliminary Approval,
17 Defendant will provide the Class List to the Settlement Administrator.

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

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

26 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
27 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
28 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

1 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
2 attempt to determine the correct address using a skip-trace or other search, using the name, address,
3 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
4 calendar days.

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

9 d. The Parties shall not encourage or solicit Class Members to opt out or object to
10 the settlement.

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

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

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

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

28 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide

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

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

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

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

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

36. Funding of the Gross Settlement Amount. No later than fifteen (15) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than thirty (30) calendar days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class

1 Members and PAGA Employees are not required to submit a claim to be issued an Individual
2 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
3 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
4 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
5 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
6 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
7 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
8 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
9 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
10 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
11 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
12 are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA
13 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
14 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
15 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

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

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

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

1 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
2 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
3 Plaintiff, at any time of execution of this Settlement Agreement, had or claimed to have or may have,
4 including but not limited to any and all claims arising out of, relating to, or resulting from her
5 employment and/or separation of employment with the Released Parties, including any claims arising
6 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
7 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
8 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
9 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
10 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
11 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
12 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
13 interference with legal rights; any and all other employment or discrimination laws; whistleblower
14 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
15 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
16 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
17 include a release of any claims that cannot be released hereunder by law. Plaintiff understands and
18 expressly agrees that this Settlement Agreement extends to claims that she has against Defendant, of
19 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
20 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
21 or before the execution of this Settlement Agreement. Any and all rights granted under any state or
22 federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of
23 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
24 the California Civil Code reads as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
28

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
2 **THE DEBTOR OR RELEASED PARTY.**

3 42. Other Claims. Plaintiff and Defendant, and each of them, waive any and all claims for
4 fees, costs, indemnity or contribution against Plaintiff, any Class Member, Plaintiff's Counsel,
5 Defendant, or Defendant's Counsel other than as provided herein.

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

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

17 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
18 Settlement Agreement shall have the following effects:

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

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

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

27 d. The Settlement Agreement and all negotiations, statements, and proceedings
28 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be

1 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

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

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

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

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

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

25 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
26 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
27 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
28 Approval Hearing to be conducted by the Court.

50. Amendment or Modification. Prior to the filing of the motion for preliminary approval

1 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
2 except by written agreement signed by counsel for all Parties. After the filing of the motion for
3 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
4 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
5 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
6 constitute a waiver of any other provision.

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

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

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

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

27 55. Execution and Counterparts. This Settlement Agreement is subject only to the
28 execution of all Parties. However, this Settlement Agreement may be executed in one or more
counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned

1 copies of the signature page, will be deemed to be one and the same instrument.

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

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

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

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

1 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
2 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
3 federal, state, local or other applicable law. Payment of wages does not extend or alter the Class
4 Members period of employment for any purpose.

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

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

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

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

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

24 To Plaintiff and Class Counsel:
25 Jonathan M. Genish
jgenish@blackstonepc.com
26 Karen I. Gold
Kgold@blackstonepc.com
27 Marissa A. Mayhood
mmayhood@blackstonepc.com
28 Sara Pezeshkpour
spezeshkpour @blackstonepc.com

1 **BLACKSTONE LAW, APC**
2 8383 Wilshire Boulevard, Suite 745
3 Beverly Hills, California 90211
4 Tel: (310) 622-4278 / Fax: (855) 786-6356

5 To Defendant:
6 David Fishman
7 dfishman@brgslaw.com
8 Janet S. Soultanian
9 jsoultanian@brgslaw.com
10 **BALLARD ROSENBERG GOLPER & SAVITT, LLP**
11 15760 Ventura Blvd., 18th Floor
12 Encino, California 91436
13 Tel: (818) 508-3700 / Fax: (818) 506-4827

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

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

23 **IT IS SO AGREED.**

24 **PLAINTIFF CECILIA ESTRADA**

25 Dated: 03/03/2025

26 
Cecilia Estrada

27 **DEFENDANT THE ROMAN CATHOLIC**
28 **ARCHBISHOP OF LOS ANGELES**

Dated: 03/04/2025


Full Name: Fr. James Anguiano

Title: Attorney-in-Fact
On behalf of The Roman Catholic Archbishop of
Los Angeles

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

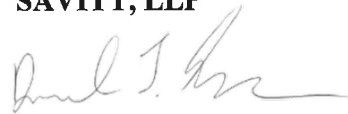
3
4 Dated: 2/28/25



Karen I. Gold
Attorneys for Plaintiff Cecilia Estrada
and Proposed Class Counsel

7 **BALLARD ROSENBERG GOLPER &
8 SAVITT, LLP**

9 Dated: 3/5/25



David Fishman
Attorneys for Defendant The Roman Catholic
Archbishop of Los Angeles

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Estrada v. The Roman Catholic Archbishop of Los Angeles et al.
Superior Court of California for the County of Los Angeles, Case Nos. 24STCV07184 & 24STCV12755

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Cecilia Estrada ("Plaintiff") and Defendant The Roman Catholic Archbishop of Los Angeles ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases titled *Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Los Angeles Superior Court, Case Nos. 24STCV07184 & 24STCV12755 ("Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from March 21, 2020, through the date of preliminary approval (subject to Paragraph 17 of the Settlement Agreement).

"Class Settlement" means the settlement and resolution of all Released Class Claims (defined below).

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

"PAGA Period" means March 15, 2022, through the date of preliminary approval.

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

"Actions" means Class Action (defined below) and PAGA Action (defined below).

II. BACKGROUND OF THE ACTION

On March 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On March 21, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Los Angeles County Superior Court, Case No. 24STCV07184 ("Class Action"). On May 21, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.*, under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") alleging the same wage and hour violations against Defendant ("PAGA Action"). On February 28, 2025, Plaintiff filed a Second Amended Class Action and Representative Action Complaint ("Operative Complaint"), adding a cause of action under PAGA in the Class Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in

violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Cecilia Estrada as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Four Hundred Seventy-Three Thousand Two Hundred Twenty-Five Dollars and Zero Cents (\$2,473,225.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent of the Gross Settlement Amount (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225), and reimbursement of litigation costs and expenses, in an amount not to exceed Nineteen Thousand Dollars and Zero Cents (\$19,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Actions; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$75,000.00) ("LWDA Payment") and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

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

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

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

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

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

According to Defendant’s records:

- From [redacted] through [redacted] (i.e., the Class Period), you are credited as having worked [redacted] Workweeks.
- From [redacted] through [redacted] (i.e., the PAGA Period), you are credited as having worked [redacted] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Actions (*Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Case Nos. 24STCV07184 & 24STCV12755) (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

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

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

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

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses and failure to comply with requests to inspect records in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, et seq., and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses and failure to comply with requests to inspect records in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$865,628.75 if the Gross Settlement Amount is \$2,473,225) and reimbursement of litigation costs and expenses in an amount not to exceed Nineteen Thousand Dollars and Zero Cents (\$19,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement

Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Actions. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Actions (*Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Case Nos. 24STCV07184 & 24STCV12755); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

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

in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Actions (*Estrada v. The Roman Catholic Archbishop of Los Angeles et al.*, Case Nos. 24STCV07184 & 24STCV12755); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action by for a fee by making an appointment in advance and visiting the civil clerk's office during business hours, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at **[redacted]** for more information and documents relating to the Settlement, or you may contact Plaintiff's attorneys and counsel for the Class (whose information is also below):

Class Counsel:

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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