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on behalf of herself and others similarly situated

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

ANNA ZAPUSKALOVA, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

YOLO COUNTY CHILDREN'S
ALLIANCE.; and DOES 1 to 100, inclusive,

Defendant.

Case No.: CV2024-1877

CLASS ACTION

*[Assigned for all purposes to Judge Hon.
Timothy L. Fall, Department 6]*

**DECLARATION OF EVE HOWE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; and [Proposed] Order]*

Hearing Information:

Date: October 23, 2025

Time: 9:00 a.m.

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1 5. On October 10, 2024, Plaintiff filed Yolo County Superior Court Case No. CV2024-
2 2636 against Defendant seeking civil penalties pursuant to PAGA arising from the same claims
3 (“PAGA Action”).

4 6. On January 22, 2025, Plaintiff and Defendant participated in an all-day mediation
5 presided over by the Hon. Lisa Cole (Ret.), which led to this Settlement to settle the Action.

6 7. Pursuant to the Settlement, on August 28, 2025, Plaintiff filed a First Amended
7 Complaint in the Class Action, which added all allegations brought in Plaintiff’s PAGA Action, and
8 alleging additional causes of action against Defendant for violations under the Labor Code. The
9 First Amended Complaint includes the following claims: (1) Failure to Pay Minimum and Straight
10 Time Wages in Violation of Labor Code sections 204, 119, 1194.2, and 1197; (2) Failure to Pay
11 Overtime Wages in Violation of Labor Code sections 510, 1194, 1194.2, and 1198; (3) Failure to
12 Provide Meal Periods in Violation of Labor Code sections 226.7 and 512; (4) Failure to Authorize
13 and Permit Rest Breaks in Violation of Labor Code section 226.7; (5) Failure to Provide Accurate
14 Itemized Wage Statements in Violation of Labor Code section 226; (6) Illegal Paycheck Deductions
15 in Violation of Labor Code section 221; (7) Failure to Timely Pay Wages at Termination in
16 Violation of Labor Code sections 201-203; (8) Failure to Maintain Records Required in Violation of
17 Labor Code sections 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses in
18 Violation of Labor Code section 2802; (10) Failure to Pay Vested Vacation Time in Violation of
19 Labor Code section 227.3; (11) Failure to Provide Paid Sick Leave in Violation of Labor Code
20 section 246 *et seq.*; (12) Violation of Business & Professions Code section 17200, *et seq.*, and (13)
21 Civil Penalties Pursuant to PAGA, Labor Code sections 2698, *et seq.*. The First Amended
22 Complaint is the operative complaint in the Action (the “Operative Complaint”).

23 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE:**

24 8. As a critical part of settlement negotiations, the Parties engaged in extensive
25 informal discovery exchange where Plaintiff’s counsel reviewed and analyzed the following: time
26 records, pay records, and information relating to the size and scope of the Class, as well as data
27
28

1 permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint,
2 including approximately 18.5% of time and wage records which were analyzed by Plaintiff's counsel.

3 9. Counsel for the Parties have investigated the law as applied to the facts discovered
4 regarding the alleged claims of Plaintiff and potential defenses thereto, and the potential damages
5 claimed by Plaintiff, and have had multiple conference calls and email exchanges between
6 Plaintiff's counsel and Defendant's counsel.

7 10. Plaintiff and Class Counsel recognize the expense and length of continued
8 proceedings necessary to litigate their disputes through trial and through any possible appeals.
9 Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and
10 the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
11 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
12 generally and in response to Defendant's compelling defenses thereto, and the difficulties in
13 establishing damages for the Class Members. Based on the foregoing, Plaintiff and Class Counsel
14 have determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable
15 settlement, and is in the best interests of the Class Members.

16 11. Based on the information informally produced by Defendant, Defendant estimates
17 there are approximately 97 Class Members who collectively worked a total of 8,787 Workweeks,
18 and 66 Aggrieved Employees who worked a total of 1,741 PAGA Pay Periods. These workers
19 received an average rate of pay of \$22.07/hour. Based on Class Counsel's and Plaintiff's analysis
20 of the data, the maximum exposure for Plaintiff's claims were as follows:

21 12. With regard to failure to pay wages for all hours worked at minimum wage and
22 overtime, Plaintiff alleges that employees did not receive all minimum wages due to Defendant's
23 policies, practices, and/or procedures including, but not limited to: Rounding down or shaving
24 down Plaintiff's and similarly situated employees' total daily hours at the time of their clock-ins
25 and clock-outs, including clock-ins and clock outs for meal breaks, to the nearest quarter of an
26 hour. Defendant also failed to pay overtimes wages on days employees worked more than 8 hours
27 due to Defendant using a "Flex Time" System, wherein Plaintiff and similarly situated employees

1 would be credited on days not worked and Defendant would clock in and out hours for Plaintiff
2 and similarly situated employees as if they worked on those days. However, Plaintiff's expert
3 found that Defendant's rounding tended to result in minimal to no net unpaid time, on average
4 less than one minute per shift. Assuming approximately one minute per shift unpaid due to
5 rounding and 5 minutes unpaid due to the "Flex Time" system, Plaintiff estimated there were
6 approximately **\$48,482.27** in damages for unpaid minimum and overtime wages. [Calculated as
7 follows: 8,787 workweeks x .1 hours off unpaid x \$22.07 avg. hourly rate x 5 days x 0.5 overtime
8 multiplier¹ = \$48,482.27].

9 13. With regard to failure to authorize or permit meal periods, Plaintiff alleges that
10 employees were not provided legally compliant meal periods due to Defendant's policies,
11 practices, and/or procedures including, but not limited to: Rounding down or shaving down
12 Plaintiff's and similarly situated employees' total daily hours at the time of their clock-ins and
13 clock-outs, including clock-ins and clock outs for meal breaks, to the nearest quarter of an hour.
14 Plaintiff's expert found that approximately 15.5% of shifts included a meal break violation. Thus,
15 Plaintiff estimated there was a maximum of approximately **\$150,295.04** in damages for meal break
16 violations. [Calculated as follows: 8,787 workweeks x 5 days per week x \$22.07 average rate of pay
17 x 0.155 = \$150,295.04].

18 14. With regard to failure to authorize or permit rest periods, Plaintiff alleges that
19 employees were not provided legally compliant rest periods due to Defendant's policies,
20 practices, and/or procedures including, but not limited to: requiring employees to work on
21 weekends for special events where they were not provided rest breaks. However, due to the
22 infrequency of these weekend shifts, Plaintiff assumes at most one violation per four workweeks.
23 Thus, Plaintiff estimated there was a maximum of approximately **\$48,482.27** in damages for rest
24 break violations. [Calculated as follows: 8,787 workweeks x \$22.07 average rate of pay / 4 =
25 \$48,482.27].

26
27 ¹ Plaintiff assumes a 0.5 multiplier here to account for the fact that employees were still paid for
28 "Flex Time" but were not paid the appropriate overtime rate.

1 15. With regard to failure to reimburse employees for business-related expenses,
2 Plaintiff alleges that employees were required to use their personal cellphones during occasional
3 weekend shifts and were not compensated for this use by Defendant. Assuming at most a cost of
4 \$5 per workweek, Plaintiff estimated there was a maximum of approximately **\$43,935.00** in
5 damages for reimbursement of business expenses. [Calculated as follows: 8,787 workweeks x \$5
6 per workweek = \$43,935.00].

7 16. With regard to failure to provide complete and accurate wage statements in
8 violation of Labor Code Section 226, with 97 employees, and a maximum penalty of \$4,000 per
9 employee, the total amount would be **\$388,000.00**. [Calculated as follows: 97 employees X \$4,000
10 maximum penalty = \$388,000.00].

11 17. With regard to failure to provide employees a continuation of their wages from the day
12 their unpaid wages were due, until paid, up to a maximum of 30 days, with 49 former employees times
13 an average hourly rate of pay of \$22.07, Plaintiff estimates there was a maximum of approximately
14 **\$259,543.20** in damages. [Calculated as follows: 49 former employees X \$22.07 average rate of pay X 8
15 hours per day X 30 days = \$259,543.20].

16 18. As such, Plaintiff's maximum potential recovery in this matter, excluding PAGA
17 penalties, would amount to approximately \$938,737.78. The settlement reached in this matter
18 was \$210,000.00 or approximately 22.4% of potential exposure.²

19 19. Regarding the PAGA penalty exposure analysis, according to the data informally
20 produced by Defendant in this case, during the relevant PAGA period (from July 25, 2023, and
21 continuing through the date of preliminary approval of the Settlement) there are approximately 1,741
22 pay periods for approximately 66 aggrieved employees.

23 20. Regarding the PAGA penalty exposure analysis, as an initial matter, in wage and
24 hour class action cases that settle, which are the overwhelming majority of such cases, very little of

25
26 ² Prior to mediation, Plaintiff's counsel also analyzed potential violations for Defendant's failure to properly maintain
27 records, failure to pay vested vacation pay, failure to provide paid sick leave, and illegal paycheck deductions.
28 However, Plaintiff's counsel found that these claims had de minimis value. As a condition of the Settlement, these
claims were amended to the Operative Complaint and included in Defendant's Released Claims but are not given any
value in this exposure analysis.

1 the total settlement is paid to PAGA penalties in order to maximize payments to class members.
2 *See, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 589 (2010) (no abuse of discretion to
3 approve class action settlement allocating \$0 to PAGA claims); *Ceja-Corona v. CVS Pharm., Inc.*,
4 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 (E.D. Cal. Jan. 14, 2015) (preliminarily
5 approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000), report and
6 recommendation adopted, 2015 U.S. Dist. LEXIS 25730, 2015 WL 925598 (E.D. Cal. Mar. 3,
7 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) (preliminarily
8 approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000); *Franco v.*
9 *Ruiz Food Prods.*, 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 (E.D. Cal. Nov. 27,
10 2012) (granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of
11 \$2,500,000); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575,
12 at *3 (E.D. Cal. Oct. 31, 2012) (granting final approval of \$10,000 in PAGA penalties out of a total
13 settlement amount of \$3,700,000); *Chu v. Wells Fargo Invs., LLC*, 2011 U.S. Dist. LEXIS 15821,
14 2011 WL 672645, at *1 al. Feb. 16, 2011) (granting final approval of \$10,000 in PAGA penalties
15 out of a total settlement amount of \$6,900,000). In these settlements, the parties generally maximize
16 statutory penalties and minimize PAGA penalties. *See, e.g., Franco*, 2012 U.S. Dist. LEXIS
17 169057, 2012 WL 5941801, at *2, *14 (approving a \$10,000 PAGA award out of a total settlement
18 amount of \$2,500,000).

19 21. Plaintiff recognizes that PAGA claims generally settle for a mere fraction of multiple
20 “stacked” PAGA penalties as is described above, but more typically resolve for a reasonable
21 fraction of the unstacked PAGA exposure. Here, since the claims for minimum wages, overtime
22 wages, meal periods, timely wages, wage statements, and failure to timely pay all unpaid wages
23 following separation of employment are all premised at least partially on the same factual basis (i.e.
24 hourly non-exempt employees who were not paid due to Defendant’s rounding and “flex time”
25 policies), stacking these penalties could arguably be overly punitive. Instead, seeking only penalties
26 for minimum wages to account for the off the clock work results in far more reasonable and less
27 punitive penalties that eliminate the “stacked” penalties for each Labor Code section violated as a

1 result of the same conduct. As a result, Defendant could argue Plaintiff and the aggrieved
2 employees may only be able to recover penalties under Plaintiff's minimum wage claim. Thus, if
3 Defendant is correct on the "stacking" issue, the maximum theoretical penalties would be
4 substantially less under Defendant's view of the law.

5 22. Second, Plaintiff's calculation also assumes that Plaintiff's PAGA claims could be
6 tried in a manageable manner that comports with due process, which Defendant vigorously disputes.

7 23. Third, the Court has discretion under PAGA to reduce the amount of any penalties
8 awarded for equitable reasons.

9 24. Fourth, Defendant would argue that PAGA penalties would be limited in any event.
10 As discussed in detail above, Defendant denies any liability. Moreover, Defendant would argue
11 that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts
12 that have considered the issue have refused to "stack" PAGA penalties. *See Carrington v.*
13 *Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018)
14 (approving PAGA penalty reduction to \$5 per pay period); *accord Atempa v. Pedrazzani* (2018)
15 27 Cal.App.5th 809. Moreover, Defendant would argue that Plaintiff is not entitled to recover
16 PAGA penalties at the subsequent violation rate of \$100 per pay period. California's appellate
17 courts have held that "[u]ntil the employer has been notified that it is violating a Labor Code
18 provision (whether or not the commissioner or court chooses to impose penalties), the employer
19 cannot be presumed to be aware [of the violation]" and therefore, until a Court or the
20 Commissioner issues a finding of a violation, the initial \$50 violation rate applies for each pay
21 period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
22 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
23 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts
24 have held that employers are not subject to heightened penalties for subsequent violations unless
25 and until a court or commissioner notifies the employer that it is in violation of the Labor Code").
26 Thus, Defendant would argue that even if the Plaintiff was able to establish any violation of the
27 Labor Code, the PAGA penalties assessed for these violations will be computed at the \$50 rate, as

1 opposed to the \$100 per pay period rate at maximum, and there is a likelihood that a further
2 reduction of the penalty to \$5 per pay period as approved in *Carrington* would apply given
3 Defendant's compliance with the Labor Code as discussed above.

4 25. Finally, Plaintiff anticipates that Defendant would argue that the Court might
5 follow the logic in *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 and assess
6 only the initial \$50 violation rate for each pay period (i.e. at \$50 per pay period x 1,741 pay
7 periods at issue), therefore it is likely Defendant's maximum exposure is actually only
8 \$87,050.00. Defendant likely would have argued that this Court would use the *Carrington*
9 valuation as a ceiling for assessing PAGA penalties (i.e., at \$5 per pay period x 1,741 pay periods
10 at issue) and that \$8,705.00 was its true "worst case scenario" exposure.

11 26. In sum, the settlement in the instant case provides for a gross fund value of
12 \$210,000.00 with a PAGA allocation of \$10,000 with 65% (\$6,500.00) payable to the LWDA and
13 35% (\$3,500.00) distributed to the Aggrieved Employees which falls squarely within the range of
14 reasonableness for PAGA allocations outlined in the case law above.

15 27. Defendant has however maintained significant defenses to the above claims as
16 follows: Regarding Plaintiff's claims for unpaid minimum and overtime wages, Defendant would
17 likely argue that properly paid all minimum wages and overtime wages owed at the proper rate.
18 With respect to Plaintiff's claims regarding meal and rest breaks, Defendant would likely contend
19 that the Defendant afforded the opportunity to take required meal and rest breaks to Plaintiff and
20 the putative class members and that any failure to take the required meal and rest breaks was due
21 to the individual choices of employees. Defendant would likely argue that it had compliant meal
22 and rest period policies and issued those to all Class Members. Defendant would likely also argue
23 that all employee business-related expenses were properly reimbursed. Additionally, Defendant
24 could contend any alleged wage statement violations could not be shown to be "knowing and
25 intentional" given its good-faith defenses, and that Plaintiff cannot show she or other employees
26 "suffer[ed] injury," as required by Labor Code § 226(e). Defendant would likely argue that wage
27 statements always accurately reflected hours worked and amounts paid to employees. Defendant

could also argue that wage statement penalties are not recoverable at all for alleged meal and rest period violations, that no violations occurred, that Class Members suffered no “injury,” and that any alleged violations were not “knowing and intentional.” Based on the foregoing, Defendant could argue that Plaintiff and Class Members were paid out upon separation of employment for all wages owed, and that Defendant believed, in good faith, that it was properly paying all wages to separating employees. For these reasons, Defendant could conclude that Plaintiff would not likely prevail on their claims.

28. If Plaintiff continued litigating this matter, the class members could potentially receive **nothing** if the court agreed with Defendant’s position or if Defendant was able to defeat certification based on the individual inquiries that would be required regarding Plaintiff’s off the clock claims and meal and rest break claims. Furthermore, even if the Court agreed with Plaintiff, Plaintiff still had to prove Defendant faced exposure under Plaintiff’s derivative claims and acted intentionally and *willfully* in order to receive the additional penalties under Labor Code Sections 203, 204, and 226. As such, Plaintiff’s decision to settle this matter was in the best interest of the Class Members.

29. This is a fair and reasonable result. Other substantial benefits also include that it is a non-reversionary, non-claims made settlement, which distributes the Net Settlement Amount on a pro rata basis based on the number of Workweeks each Participating Class Member worked for Defendant during the Class Period. (Settlement, §3.2.4.) The 35% portion of the PAGA Settlement Amount allocated to Aggrieved Employees will be distributed to each Aggrieved Employee who worked during the PAGA Period based on their individual number of PAGA Period Pay Periods during the PAGA Period. (Settlement, §3.2.5.1.) Settlement Class Members will have no less than one hundred twenty (180) days to cash their checks. Any funds not distributed after the expiration of the Individual Class Payment checks shall escheat to the California Controller’s Unclaimed Property Fund to in the name of the Class Member. (Settlement, § 4.4.1.)

EXPERIENCE OF CLASS COUNSEL:

30. The attorneys at our office are experienced and qualified to evaluate the class claims

1 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
2 defenses. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been
3 practicing law for over 20 years. Mr. Lavi and other members of my firm have almost exclusively
4 practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all
5 aspects of employment and labor law, including state and federal class actions, including wrongful
6 termination, retaliation, and harassment actions. Mr. Vincent Granberry and I have handled
7 numerous wage and hour class actions and representative actions. Mr. Lavi has tried both labor and
8 employment cases in State and Federal court, and has argued before various Court of Appeals, on
9 employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class
10 action cases as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker
11 for various Employment Law Continuing Legal Education Panels on issues of employment law
12 trials, how to proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi
13 has also been named a Southern California Super Lawyer in the area of Plaintiff's employment
14 litigation - class action from 2011-2025. Mr. Lavi has been approved as class counsel by both
15 federal and state Courts. Mr. Lavi, I, and the other attorneys at Lavi & Ebrahimian who are
16 available to assist us in this case if needed, are fully capable of adequately and fairly representing
17 Plaintiff and the proposed class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class
18 Counsel in over fifty contested proceedings including the following:

19 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
20 Case No. BC343535;

21 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
22 BC369846;

23 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
24 District of California, Case No. CV-07-3678-ABC;

25 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
26 Angeles Superior Court Case No. BC380996;

27 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
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1 Court Case No. BC383266;

2 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
3 Court Case No. RG 0265835;

4 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
5 05CECG02189;

6 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
7 Central District of California, Case No. CV08-06691 SVW (PLA);

8 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
9 Case No. BC342588;

10 j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
11 BC374816;

12 k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
13 BC378990;

14 l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
15 District of California, Case No. CV07-3237-DDP (PLAX);

16 m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
17 BC410322;

18 n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
19 No. BC412315;

20 o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
21 BC397208;

22 p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
23 BC399431;

24 q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
25 37-2009-00103626-CU-OE-CTL;

26 r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
27 BC451148;

1 s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
2 Central District of California, Case No. CV 10-8916 DDP (CWx);
3 t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
4 Superior Court Case No. BC432406;
5 u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
6 District of California, Case No CV-10-02315-JEM;
7 v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
8 Court Case No. BC462603;
9 w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
10 Court Case No. BC452570;
11 x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
12 00366952-CU-OE-VTA;
13 y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
14 No. BC421009;
15 z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
16 1341987;
17 aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
18 Case No. BC425708;
19 bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
20 No. BC436879;
21 cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
22 RIC10020183;
23 dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
24 BC411849;
25 ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
26 BC411134;
27 ff. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
28

1 Court Case No. 30-2011-0044011-CU-OE-CXC;

2 gg. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
3 District of California, Case No. CV 10-0415 ODW (FMOx)

4 hh. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
5 BC443792;

6 ii. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
7 BC451489;

8 jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
9 Case No. CV 10-0968-PSG-FMOX;

10 kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
11 No. BC425799;

12 ll. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
13 Court Case No. BC446744;

14 mm. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
15 BC456420;

16 nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
17 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

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19 oo. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
20 BC436793;

21 pp. *Santos v. Noble Management Group-California, LLC*, United States District
22 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

23 qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
24 Court Case No. 30-2011-00473505;

25 rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
26 Case No. BC436235;

27 ss. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
28

1 BC451490;

2 tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
3 RG10523946;

4 uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
5 California, Case No. CV 11-09543 DSF (MRWx);

6 vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
7 2011-00518396-CU-OE-CXC;

8 ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
9 District of California, Case No. CV 10-0415 ODW (FMOx);

10 xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
11 No. BC320172;

12 yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
13 BC361380;

14 zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
15 No. BC357987.

16 31. Mr. Lavi, I, and the other attorneys at the firm made every effort to litigate this
17 action in an efficient and cost-effective manner. Given his years of experience, his trial and
18 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work
19 by the hour, his current hourly rate would be \$1,000 per hour. The rate for Mr. Vincent Granberry
20 would be \$750 per hour. My hourly rate would be \$675 per hour. This rate is the firm's current
21 billing rate and is supported by the extensive and specialized experience in these types of cases and
22 recognized expertise described. I have personal knowledge of the hourly rates charged by other
23 attorneys with comparable experience to both Mr. Lavi's and mine. Based on that information, I
24 believe that our rates are fully consistent with the market rate for attorneys with comparable
25 expertise, experience and qualifications. Based on the information I have, I believe that our rates
26 are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise,
27 experience, and qualifications.

1 32. The specific work performed by my firm in prosecuting this action has included, but
2 not been limited to: preparing the pleadings, extensive informal discovery exchange which included
3 the following: (1) the total number of current and former putative class members and aggrieved
4 employees who worked during the relevant time periods; (2) the total number of workweeks at issue
5 during the relevant time periods; (3) the total number of pay periods at issue during the relevant
6 time periods; (4) the average hourly rate for the putative class members;; (5) other relevant
7 information, including Plaintiff's personnel file, wage statements, and time records; reviewing
8 documents; analyzing the data; participating in settlement negotiations; participating in a full-day
9 mediation; negotiating, drafting, and reviewing settlement agreement as well as drafting Motion for
10 Preliminary Approval.

11 33. Our firm maintains all records regarding costs expended on each case. I have
12 reviewed the records of costs expended in this matter. According to our records, our firm has
13 incurred significant costs (including mediation fee and expert fees) of approximately \$17,207.18 in
14 this matter at this time and will likely incur additional costs to see this matter through final
15 judgment. This amount includes costs associated with the costs associated with filing of the papers
16 filed and responded to in this matter, service of process for the summons and complaint, and
17 mediation fees.

18 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**
19 **SERVICE PAYMENT:**

20 34. It is imperative that Plaintiff obtain just compensation for the time, effort and risk
21 associated with her fiduciary duties as a class representative and named Plaintiff. I believe that the
22 named Plaintiff performed considerable services on behalf of the Class during the last 15 months,
23 since she searched for an attorney, collected and gathered the requested documents and information,
24 wage statements and/or pay stubs, met with us, made herself available each and every single time
25 that our firm called her in order to answer questions about Defendant's policies and procedures
26 produced in informal discovery or discussed during conversations with opposing counsel or raised
27 in pleadings filed in this matter. The named Plaintiff provided Class Counsel with factual

1 information needed to prepare the complaints. She collected relevant documents and produced those
2 documents to Class Counsel. She continued to be engaged in settlement negotiations that were
3 ultimately required to reach a settlement in this case. I believe that the service award request of
4 \$15,000 to Plaintiff as a service award is fair and reasonable. As such, the requested payment is
5 warranted for her time and effort when the class members are able to receive significant benefits for
6 her efforts, as well as the fact that she put herself at significant risk for liability for costs in this
7 matter if Defendant were the prevailing party in the litigation as well as for retaliation by other
8 employers who may discover and find it to be unappealing that she was class representative in a
9 lawsuit against Defendant, her former employer. At this point in the approval process, Plaintiff's
10 requested payment should be approved and allow the Class Members an opportunity to object to the
11 requested enhancement.

12 35. A true and correct copy of the Class and PAGA Action Settlement Agreement and
13 Release ("Settlement" or "Settlement Agreement") is hereto attached as **Exhibit "1."**

14 36. Attached as **Exhibit "A"** to the Class Action and PAGA Settlement Agreement is a
15 true and correct copy of the proposed Class Notice.

16 37. On September 24, 2025, a copy of the Settlement was submitted via online
17 submission to the LWDA. A true and correct copy of the LWDA's email confirmation of the upload
18 of the Settlement is hereto attached as **Exhibit "2."**

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 24th day of September, 2025, at Beverly Hills, California.

21
22 /s/ Eve Howe

Eve Howe
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“EXHIBIT 1”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Anna Zapuskalova (“Plaintiff”) and Defendant Yolo County Children’s Alliance (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means: (1) Plaintiff’s wage and hour class action against Defendant entitled *Anna Zapuskalova v. Yolo County Children’s Alliance*, Case No. CV2024-1877, (the “Class Action”) filed on July 25, 2024; and (2) Plaintiff’s PAGA action against Defendant entitled *Anna Zapuskalova v. Yolo County Children’s Alliance*, Case No. CV2024-2636, (the “PAGA Action”) filed on October 10, 2024, both of which are pending in the Superior Court of the State of California, County of Yolo.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all individuals employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Eve Howe, and all lawyers affiliated with this firm.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address

- database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
 - 1.12. “Class Period” means the period commencing on July 25, 2020 and continuing through the date of preliminary approval of the Settlement, or an earlier date that Defendant selects pursuant to the escalation option.
 - 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
 - 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
 - 1.15. “Court” means the Superior Court of California, County of Yolo.
 - 1.16. “Defendant” means named Defendant Yolo County Children’s Alliance.
 - 1.17. “Defense Counsel” means Terry A. Wills and Karina Sandoval Martinez of Cook Brown LLP.
 - 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
 - 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
 - 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
 - 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
 - 1.22. “Gross Settlement Amount” means \$210,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administration Expenses Payment.
 - 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
 - 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%

of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).
- 1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from July 25, 2023, and continuing through the date of preliminary approval of the Settlement.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff's July 25, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties, which is \$10,000 (Ten Thousand Dollars and Zero Cents), to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to the LWDA (\$6,500.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Anna Zapuskalova, the named Plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: Defendant and each of its former, present, and/or future, direct or indirect, directors, officers, shareholders, owners, members, managers,

administrators, sectors, divisions, attorneys, insurers, predecessors, successors, and assigns.

- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On July 25, 2024, Plaintiff filed a wage and hour class action, Case No. CV2024-1877, in the Yolo County Superior Court, alleging causes of action against Defendant for (1) Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code sections 1194 and 1197; (2) Failure to Pay Overtime Wages for Daily Overtime Worked in Violation of Labor Code sections 510 and 1194; (3) Failure to Authorize or Permit Meal Periods in Violation of Labor Code sections 512 and 226.7; (4) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code section 226; (5) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code sections 201, 202, and 203; and (6) Unfair Business Practices, in Violation of Business and Professions Code sections 17200, et seq. On October 10, 2024, Plaintiff filed Yolo County Superior Court Case No. CV2024-2636 against Defendant and Does 1 through 100, seeking civil penalties pursuant to PAGA arising from the same claims.
- 2.2. Within ten (10) business days after full execution of this Agreement, Plaintiff shall file an amended PAGA Notice and a First Amended Complaint in the Class Action, adding all allegations brought in Plaintiff's PAGA Action, and alleging additional causes of action against Defendant for violations under the Labor Code. The First Amended Complaint shall include the following claims: (1) Failure to Pay Minimum and Straight Time Wages Under Labor Code §§ 204, 119, 1194.2, and 1197; (2) Failure to Pay Overtime Wages Under Labor Code §§ 510, 1194, 1194.2, and 1198; (3) Failure to Provide Meal Periods Under Labor Code §§ 226.7 and 512; (4) Failure to Authorize and Permit Rest Breaks Under Labor Code § 226.7; (5) Failure to Provide Accurate Itemized Wage Statements Under Labor Code § 226; (6) Violation

of Labor Code § 221; (7) Failure to Timely Pay Wages at Termination Under Labor Code §§ 201-203; (8) Failure to Maintain Records Required Under Labor Code §§ 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (10) Violation of Business & Professions Code § 17200, *et seq.*; (11) Violation of Labor Code Section 246 *et seq.* and related laws for Paid Sick Leave violations; (12) Failure to Pay Vested Vacation Time Under Labor Code § 227.3; (13) all claims under the California Industrial Welfare Commission Wage Orders (collectively “Released Class Claims”). The First Amended Complaint shall be the operative complaint in the Action (the “Operative Complaint”). Following acceptance of the First Amended Complaint, Plaintiff shall file a request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of the Settlement. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On January 22, 2025, Plaintiff and Defendant participated in an all-day mediation presided over by the Hon. Lisa Cole (Ret.), which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint, including approximately 18.5% of time and wage records which were analyzed by Plaintiff’s counsel. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6. The Court has not granted class certification.
- 2.7. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim

as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be Seventy Thousand Dollars and Zero Cents (\$70,000.00), and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, Class Counsel may, at their discretion, increase the Class Counsel Fees Payment in order to remain One-Third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class

Counsel Litigation Expenses Payment. Defendant shall not be held responsible in any dispute or controversy for the division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Parties agree that the Employee's Taxes and Required Withholdings with respect to the Wage Portion of the Individual Class Payment will be withheld from the Individual Class Payment. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$3,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for

any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6 In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Litigation Expenses Payment, Class Counsel reserve their right to appeal such order, however, Plaintiff and/or Class Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 97 Class Members who collectively worked a total of 8,787 Workweeks, and 66 Aggrieved Employees who worked a total of 1,741 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund one-half (50%) of the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Defendant shall fully fund the remaining half (50%) of the Gross Settlement Amount no later than six (6) months after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not

precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross

Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice; and (c) all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and the law of contract and tort. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including the following claims: (1) Failure to Pay Minimum and Straight Time Wages Under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) Failure to Pay Overtime Wages Under Labor Code §§

510, 1194, 1194.2, and 1198; (3) Failure to Provide Meal Periods Under Labor Code §§ 226.7 and 512; (4) Failure to Authorize and Permit Rest Breaks Under Labor Code § 226.7; (5) Failure to Provide Accurate Itemized Wage Statements Under Labor Code § 226; (6) Violation of Labor Code § 221; (7) Failure to Timely Pay Wages at Termination Under Labor Code §§ 201-203; (8) Failure to Maintain Records Required Under Labor Code §§ 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (10) Violation of Business & Professions Code § 17200, *et seq.*; (11) Violation of Labor Code Section 246 *et seq.* and related laws for Paid Sick Leave violations; (12) all claims under the California Industrial Welfare Commission Wage Orders (collectively “Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- 5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum and straight time wages, failure to provide compliant meal and rest periods, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation, failure to timely pay wages during employment, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements, failure to maintain records required by Labor Code §§ 1174 and 1174.5, failure to provide Paid Sick Leave under Labor Code § 246 *et seq.*, violations of Labor Code § 221, violation of Labor Code § 2698 *et seq.* (collectively “Released PAGA Claims”). Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the PAGA Period.

The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all Aggrieved Employees during the PAGA Period, regardless of whether Plaintiff and/or an Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement. The Parties agree that there is no statutory right for any Aggrieved Employee to opt-out or otherwise exclude himself or herself from the PAGA portion of this Settlement and the associated release of claims and rights under PAGA. The Parties also agree that Aggrieved Employees do not have a right to intervene in or object to the PAGA portion of this Settlement, or

to require a court to receive and consider objections to the PAGA portion of this Settlement, and that Aggrieved Employees do not have a right to move to vacate a judgment entered in the Action as to the PAGA portion of this Settlement. As such, an individual Aggrieved Employee opting out of the Class has no impact as to his/her standing and/or inclusion in the PAGA portion of this Settlement assuming they/he/she qualifies as an Aggrieved Employee. Class Counsel agrees to provide timely notice of the Settlement to the LWDA as required under PAGA. Any Aggrieved Employees who submit a valid and timely Request for Exclusion are still entitled to their Individual PAGA Payment and have no right or ability to opt out of the PAGA portion of this Settlement releasing the Released PAGA Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Class and PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.
- 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. The Parties are jointly responsible for appearing in Court to

advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the

National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice.

The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge, though the Court may make a final determination of any dispute. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge, except by the Court.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and redacted copies (redacting Class Member identifying information, including but not limited to name, address, social security number, email address, and phone number) to Class Counsel and the Administrator's determination

the challenges.

7.7. Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

Within ten (10) days after the Court has held a Final Approval Hearing and entered the Judgment certifying the Class for settlement purposes only and approving the Settlement, the Administrator will give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said Judgment on its website at a web address to be included in the Class Notice

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for

Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Plaintiff is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a

final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 97 Class Members and 8,787 Total Workweeks during the Class Period and (2) there were 66 Aggrieved Employees who worked 1,741 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10%, then Defendant at its sole discretion shall either: (1) establish the end date of the Settlement Period as the 9,666th workweek; or (2) pay additional money for the additional release commensurate with the number of workweeks that will exceed 9,666 at the same Workweek rate as before (i.e., \$23.90 per workweek).
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Class and PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. The Parties, by and through their respective Counsel, will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work

together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly

disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. The Parties separately warrant and represent that they have

authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. The Parties are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Authority of Signatories. The respective signatories to the Agreement represent that they are fully authorized to enter into this Agreement and bind the respective Parties to its terms and conditions.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to

Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.
- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.21. Bankruptcy. In the event that any Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.

12.22. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 04/22/2025

ANNA ZAPUSKALOVA
Anna Zapuskalova

Dated: Apr 30, 2025

**YOLO COUNTY CHILDREN'S
ALLIANCE**

Jeneba Lahai

Name: Jeneb Lahai

Title: Executive Director

APPROVED AS TO FORM ONLY:

Dated: 04/23/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.

Vincent Granberry, Esq.

Eve Howe, Esq.

Attorneys for Anna Zapuskalova, on behalf of
herself and all others similarly situated

Dated: May 1, 2025

COOK BROWN LLP

Terry A. Wills

Terry A. Wills, Esq.

Attorneys for Defendant

Yolo County Children's Alliance

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Zapuskalova v. Yolo County Children's Alliance | Case No. CV2024-1877

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") entitled Zapuskalova v. Yolo County Children's Alliance for alleged wage and hour violations. The Action was filed by a former Yolo County Children's Alliance employee ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees who worked for Yolo County Children's Alliance during the Class Period from July 25, 2020, and continuing through the date of preliminary approval of the Settlement ("Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Yolo County Children's Alliance during the PAGA Period from July 25, 2023, and continuing through the date of preliminary approval of the Settlement, ("Aggrieved Employees"). For the purposes of this Notice, Yolo County Children's Alliance shall be referred to here as the "Company." This Notice refers to Plaintiff and Company collectively as "Parties".

The proposed Settlement has two main parts: (1) a Class Settlement requiring Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on the Company's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on the Company's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Company. The Action accuses the Company of violating California labor laws by failing to pay overtime compensation, failure to pay minimum and straight time wages, failure to provide compliant meal and rest periods, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation, failure to timely pay wages during employment, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements, failure to maintain records required by Labor Code §§ 1174 and 1174.5, failure to provide Paid Sick Leave under Labor Code § 246 *et seq.*, violations of Labor Code § 221, violation of Labor Code § 2698 *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA").

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced, retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)

Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Company Will Pay \$210,000.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fully fund the Gross Settlement not more than six months after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$70,000.00 (One-Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$15,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the

Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% (“Wage Portion”) of each Individual Class Payment to taxable wages and 80% (“Non-Wage Portion”) to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline

enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

- i. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- j. Participating Class Members’ Release. After the Judgment is final and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including the following claims: (1) Failure to Pay Minimum and Straight Time Wages Under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) Failure to Pay Overtime Wages Under Labor Code §§ 510, 1194, 1194.2, and 1198; (3) Failure to Provide Meal Periods Under Labor Code §§ 226.7 and 512; (4) Failure to Authorize and Permit Rest Breaks Under Labor Code § 226.7; (5) Failure to Provide Accurate Itemized Wage Statements Under Labor Code § 226; (6) Violation of Labor Code § 221; (7) Failure to Timely Pay Wages at Termination Under Labor Code §§ 201-203; (8) Failure to Maintain Records Required Under Labor Code §§ 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (10) Violation of Business & Professions Code § 17200, *et seq.*; (11) Violation of Labor Code Section 246 *et seq.* and related laws for Paid Sick Leave violations; (12) all claims under the California Industrial Welfare Commission Wage Orders (collectively “Released Class Claims”). Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum and straight time wages, failure to provide compliant meal and rest periods, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation, failure to timely pay wages during employment, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements, failure to maintain records required by Labor Code §§ 1174 and 1174.5, failure to provide Paid Sick Leave under Labor Code § 246 *et seq.*, violations of Labor Code § 221, violation of Labor Code § 2698 *et seq.*

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice

has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Zapuskalova v. Yolo County Children's Alliance*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation

expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Zapuskalova v. Yolo County Children's Alliance* and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 5 of the Yolo County Superior Court, located at 1000 Main Street, Woodland, CA 95695. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Yolo County Superior Court website (<https://www.yolo.courts.ca.gov/online-services/remote-appearances>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([REDACTED]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://portal-cayolo.tylertech.cloud/Portal/>) and entering the Case Number for the Action, Case No. CV2024-1877. You can also make an appointment to personally review court documents in the Clerk's Office at the Yolo County Superior Court by calling (530) 406-6700.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

The Contact information for the Settlement Administrator is as follows:

Email Address:

Mailing Address:

Telephone:

Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Joseph Lavi Vincent Granberry Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	Terry A. Wills Karina Sandoval Martinez Cook Brown LLP 2407 J Street, 2 nd Floor Sacramento, CA 95820 Tel.: (916) 442-3100 Fax: (916) 442-4227 E-Mail: twills@cookbrown.com ksandoval@cookbrown.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

“Exhibit 2”