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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NEVADA

TIFFANY BRITTON and KAYJHONNIE SMITH,
individually, and on behalf of other members of the
general public similarly situated,

Plaintiffs,

vs.

MOUNTAIN VALLEY CHILD AND FAMILY
SERVICES, INC., a California Corporation; and
DOES 1 through 100, Inclusive,

Defendants.

Case No. CU0000023

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 15, 2023

Time: 10:00 a.m.

Judge: Hon. S. Robert Tice-Raskin

Dept.: 6

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff TIFFANY BRITTON and Plaintiff KAYJHONNIE SMITH (hereafter "Plaintiffs") in this
6 wage and hour class action filed against MOUNTAIN VALLEY CHILD AND FAMILY SERVICES,
7 INC. (hereinafter "Defendant").

8 2. This declaration is being submitted in support of Plaintiffs' motion for Preliminary
9 Approval of Class Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the Stipulation of Settlement
12 of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement Agreement").
13 Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Notice Packet.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class
17 Counsel's compliance with California Labor Code Section 2699(1)(2).

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
19 administration submitted by Apex Class Action LLC in the amount of \$7,990.00.

20 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
21 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
22 Class Counsel.

23 **II. INTRODUCTION**

24 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
25 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
26 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
27 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
28

1 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
2 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
3 denied or of Defendant prevailing at trial. Given that there are approximately 531 Settlement Class
4 Members, *the average gross recovery is approximately \$373.19* (Net Settlement Amount divided by
5 Settlement Class Members).

6 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
7 settlement approval and falls within the range of reasonableness. The average Individual Settlement
8 Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
9 Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly,
10 Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

11 **III. FACTS AND PROCEDURE**

12 **A. Overview of the Litigation**

13 9. Defendant owns and operates residential treatment programs for boys and girls, which
14 provide mental health services and therapeutic behavioral services, including in Nevada County, where
15 Plaintiffs worked. This action asserts claims on behalf of all of Defendant's current and former non-
16 exempt employees, employed in California at any time during the Class Period. Plaintiff Britton worked
17 for Defendant as a non-exempt employee in California from August 2017 to August 2019. Plaintiff
18 Smith has worked for Defendant as a non-exempt employee in California from September 2022 to
19 present. At all times during their employment, Plaintiffs earned an hourly wage and were entitled to
20 legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours
21 worked. Throughout their employment, Plaintiffs were subject to Defendant's written policies and
22 procedures.

23 10. Generally, Plaintiffs claim that Defendant failed to include non-discretionary incentive
24 compensation when calculating the regular rate of pay when paying overtime wages, meal period
25 premiums, and sick pay, failed to provide compliant meal and rest periods, failed to pay for all hours
26 worked, failed to reimburse for required business expenses, failed to furnish accurate itemized wage
27 statements, and failed to pay all wages when due. Defendant forcefully denies liability for each of

1 Plaintiffs' claims. Further, Defendant asserts that it fully complied with all applicable employment laws
2 and raised several other significant defenses to Plaintiffs' claims, including but not limited to, asserting
3 that it maintained compliant reimbursement policies, maintained facially compliant meal and rest period
4 policies, issued compliant wage statements, and timely paid all wages when due.

5 11. On April 19, 2022, Plaintiff Britton filed a class action complaint in the Nevada County
6 Superior Court, Case Number CU0000023 ("Action"). The Action alleged ten causes of action against
7 Defendant for: (1) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 and 1198; (2)
8 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512(a); (3) Failure
9 to Provide Required Rest Periods in Violation of Cal. Lab Code § 226.7; (4) Failure to Pay Minimum
10 Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (5) Failure to Pay Final Wages When
11 Due in Violation of Cal. Labor Code §§ 201 and 202; (6) Failure to Pay Wages When Due During
12 Employment in Violation of Cal. Labor Code § 204; (7) Failure to Provide Accurate Itemized
13 Statements in Violation of Cal. Lab. Code § 226(a); (8) Failure to Keep Requisite Payroll Records in
14 Violation of Cal. Lab. Code § 1174(d); (9) Failure to Reimburse Employees for Required Expenses in
15 Violation of Cal. Lab. Code § 2802; and (10) Unfair Competition in Violation of Cal. Bus. & Prof.
16 Code §§ 17200, *et seq.*

17 12. On March 20, 2023, Plaintiff Smith served Defendant and the Labor and Workforce
18 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff Smith's
19 PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various
20 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage
21 Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act,
22 Cal. Lab. Code Sections 2698 *et seq.* ("PAGA"). On June 12, 2023, Plaintiffs filed a First Amended
23 Complaint, which added Plaintiff Smith as a named plaintiff and alleged an eleventh cause of action for
24 Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*].

25 13. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the
26 Parties agreed to informally exchange additional documents and data points subject to the mediation
27 privilege, including but not limited to, employee handbooks, the Class Members' time data, and certain
28

1 payroll data points. As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger
2 Consulting Group ("BCG") to analyze Defendant's time and payroll data.

3 14. On April 18, 2023, the Parties participated in a full day mediation with respected jurist
4 and experienced wage and hour mediator Hon. Brian C. Walsh (Ret.). After arms-length negotiations
5 and bargaining, the mediation concluded with a settlement, which was subsequently memorialized in
6 the form of a Memorandum of Understanding. After reaching an agreement in principle, the Parties
7 drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

8 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

9 15. Months before filing the Action, Class Counsel began their pre-filing investigation into
10 Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with
11 Plaintiffs. As part of the interview process, Plaintiffs produced documents related to their employment,
12 including their wage statements and Defendant's employee handbook. At the conclusion of the
13 interviews, Class Counsel determined that Plaintiffs' complaints justified further inquiry.

14 16. Class Counsel subsequently requested Plaintiffs' employee files from Defendant. In
15 response, Defendant produced various documents, including but not limited to, copies of Plaintiffs'
16 employment agreements, performance evaluations, timekeeping policies, payroll and time records, and
17 separation documents. Class Counsel reviewed and analyzed the documents and determined the
18 documents appeared to substantiate Plaintiffs' claim that Defendant failed to, among other things,
19 include non-discretionary incentive pay in the regular rate of pay, pay for all time worked, issue accurate
20 itemized wage statements, and provide compliant meal and rest periods.

21 17. Considering the many anticipated factual disputes, the Parties agreed that it would be in
22 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
23 requested documents and data points to further evaluate Plaintiffs' claims and Defendant's liability
24 exposure to the Class Members. In response to Class Counsel's request, Defendant produced time
25 records for the Class Members, aggregate workweek and pay period data for the Class Members,
26 aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and
27 copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation,
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1 timekeeping, and meal and rest period policies. In total, Defendant produced tens of thousands of pages
2 of time and payroll data for Class Counsel to analyze. In the data exchanged at the time the Agreement
3 was executed, there were approximately 531 Class Members that worked approximately 37,351
4 workweeks.

5 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
6 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
7 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
8 credentialed and experienced experts in their fields and have provided their expertise on thousands of
9 cases. Stated differently, BCG is well-qualified to analyze Defendant's time and payroll data.

10 19. BCG analyzed Defendant's time and payroll data to assist in the development of various
11 damage models. Among other things, BCG determined the approximate number of work shifts,
12 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
13 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
14 rest periods, the amount of missed meal period premiums paid during the Class Period, the amount of
15 unpaid wages due to miscalculation of the regular rate of pay, the amount of unreimbursed business
16 expenses, and the amount of off-the-clock work performed by the Class Members during the Class
17 Period.

18 20. In advance of mediation, Class Counsel created several damage models predicated on the
19 BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while
20 accounting for the uncertainties of continued litigation. These damage models informed and guided
21 Class Counsel during the mediated settlement discussions.

22 21. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
23 determining Plaintiffs' suitability as a putative class representative through interviews, background
24 investigations, and analysis of his employment files; (2) evaluating all of Plaintiffs' potential claims;
25 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
26 and the type of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing
27 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as

1 outstanding issues which could affect settlement approval; (7) evaluating Plaintiffs' claims and
2 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
3 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
4 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
5 independent assessment of the reasonableness of the terms to which the Parties have agreed.

6 22. Class Counsel only agreed to enter the Settlement following this thorough investigation
7 and evaluation of Plaintiffs' claims. Based on their investigation of the facts, applicable law, and
8 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
9 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
10 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
11 reasonable, and adequate, the Court should preliminarily approve the Settlement.

12 C. The Parties Settled at Mediation

13 23. On March 18, 2023, the Parties conducted a full day of mediation with Hon. Brian C.
14 Walsh (Ret.), a respected jurist and mediator of wage and hour class and representative actions. Judge
15 Walsh helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and
16 risks to both sides. The Parties made substantial progress with Judge Walsh's assistance. Namely, the
17 Parties exchanged information regarding their respective claims and defense, including their respective
18 evaluation of the damages. The mediation concluded with a settlement, the complete and final terms of
19 which are now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair,
20 adequate, and reasonable compromise of the claims at issue.

21 IV. ARGUMENT

22 A. The Court Should Preliminarily Approve the Proposed Class Action Settlement

23 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by 24 Experienced Counsel.

25 24. The Parties participated in mediation with respected mediator Hon. Brian C. Walsh, Ret.
26 Judge Walsh managed the Parties' expectations and provided a useful, neutral analysis of the issues and
27 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.

1 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
2 any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
3 "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
4 proceedings were free of collusion and undue pressure.".) Prior to and during the mediation and
5 settlement discussions, the Parties exchanged information and engaged in a detailed discussion
6 regarding their evaluate of the case and various aspects of the matter, including but not limited to, the
7 risks and delays of further litigation, as well as evidence of Defendant's financial condition and ability
8 to pay a settlement. At all times, the Parties' negotiations were at an arm's length, adversarial, and non-
9 collusive. The Parties only reached a Settlement after Judge Walsh heard arguments, reviewed
10 evidence, evaluated the Parties' respective claims and defenses, and accounted for Defendant's financial
11 ability to pay any agreed upon settlement.

12 25. Once the Parties reached a settlement, the parties subsequently executed a binding and
13 enforceable Memorandum of Understanding. The Agreement is the final product of these mediated
14 negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
15 compromise of the claims at issue.

16 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of
17 the Settlement's Reasonableness.

18 26. As set forth in greater detail above, Class Counsel conducted a very thorough
19 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
20 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
21 Although no two cases are identical, this research provided Class Counsel with a marker to inform
22 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
23 Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in
24 settlement discussions that culminated in the proposed settlement now before the Court.

25 27. Class Counsel only agreed to enter the Settlement following their thorough investigation
26 and evaluation of Plaintiffs' claims. Based on this investigation of the facts, applicable law, and
27 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated

1 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
2 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
3 reasonable, and adequate, the Court should preliminarily approve the Settlement.

4 **A. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**

5 28. The Gross Settlement Amount of \$400,000.00 is fair and reasonable considering the
6 nature and magnitude of the claims being settled and the various potential impediments to recovery.
7 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
8 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
9 various models were informed by Class Counsel's investigation, including the analysis of a significant
10 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
11 (excluding wage statement, waiting time, and PAGA Penalties) at \$2,242,392.00 and for *all* claims at
12 \$5,116,341.00 if successful at trial. Thus, the Gross Settlement Amount of \$400,000.00 represents
13 approximately 17.8% of Defendant's *class-wide* liability exposure and approximately 7.8% of
14 Defendant's total liability exposure as estimated by Class Counsel at the time of mediation. The
15 following summarizes Defendant's estimated exposure.

16 (1) Exposure for Failure to Pay for All Hours Worked

17 29. Plaintiffs' primary claim in the Action alleged that Defendant failed to pay its employees
18 for all hours worked. Specifically, Plaintiffs assert that Defendant failed to include bonuses and
19 incentive compensation payments in the regular rate of pay for purposes of overtime, meal period
20 premiums, and sick pay. Further, Plaintiffs asserted Defendant required its employees to perform work-
21 related activities pre and post shift to start their daily duties, undergo pre-shift COVID screenings,
22 and/or finish the tasks they were unable to complete during their shifts, as well as respond to work-
23 related communications.

24 30. Defendant vigorously denied liability for this claim. Defendant argued, among other
25 things, that all Class Members were properly paid minimum and overtime compensation for all hours
26 worked and that Class Members were instructed not to work off-the-clock. Further, Defendant argued
27

1 that all non-discretionary incentive compensation was properly included in the regular rate of pay.
2 Plaintiffs estimated Defendant's exposure for this claim at \$349,238.00.

3 (2) Exposure for Meal Period Violations.

4 31. Plaintiffs also allege that Defendant failed to provide compliant meal periods.
5 Specifically, Plaintiffs allege that as a result of their rigorous work schedules, Plaintiffs and Class
6 Members were not able to take timely and duty-free meal periods. Consequently, Plaintiffs alleges that
7 they are owed meal period premiums for meal period violations that occurred during the Class Period.

8 32. Conversely, Defendant argued, among other things, that they provided all of their
9 employees with the opportunity to take compliant meal periods. Defendant also argued that they
10 maintained facially compliant meal period policies. Further, Defendant argued that all direct-care
11 employees were not entitled to off-duty meal periods pursuant to Industrial Welfare Commission Wage
12 Order No. 5. Accordingly, Plaintiffs reduced the violation rate for meal periods by half. JCL Dec., ¶ 32.
13 Plaintiffs estimated Defendant's exposure for this claim at \$988,106.50.

14 (3) Exposure for Rest Period Violations

15 33. Plaintiffs also alleged that Defendants failed to provide compliant rest periods.
16 Specifically, Plaintiffs alleged that because of their rigorous work schedules, Plaintiffs and Class
17 Members were not able to take timely and duty-free rest periods.

18 34. Again, Defendants denied liability, asserted that they maintained legally compliant rest
19 period policies and practices throughout the Class Period, and asserted that direct-care employees were
20 not entitled to rest periods pursuant to Wage Order No. 5. Moreover, Plaintiffs recognize the evidentiary
21 burdens establishing this claim. Establishing Plaintiffs' rest period claim would rely, almost entirely,
22 on Class Member testimony, making it a riskier claim at class certification and liability stages.
23 Certification likely would have required depositions of Class Members who provided declarations, and
24 Defendant argued that they obtained opposing declarations stating either rest breaks were taken, or rest
25 breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013
26 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that
27 Defendants may have an illegal, written rest break policy is insufficient for this Court to find that

1 common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
2 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not
3 generate uniform practices.”). Accordingly, Plaintiff assumed a conservative 25% violation rate for
4 rest periods. Plaintiffs estimated Defendant’s exposure for this claim at \$706,127.50.

5 (4) Exposure for Unreimbursed Business Expenses

6 35. Plaintiffs alleged that Defendant required Class Members to incur personal expenses for
7 the use of their own personal cellular phones. California employers who require employees to incur
8 personal business expenses for work purposes must reimburse the employee for the cost incurred. (*See*
9 Cal. Lab. Code § 2802(a), providing that “[a]n employer shall indemnify his or her employee for all
10 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
11 or her duties, or of his or her obedience to the directions of the employer....”). However, Defendant
12 failed to fully reimburse Plaintiff and Class Members for the costs incurred for the use of their personal
13 cellular phones in violation of California Labor Code section 2802.

14 36. Again, Defendant denied any liability for this claim. Defendant argued that most of its
15 employees did not use cellphones as a part of the performance of their duties and on the rare occasion
16 where employees did incur business expenses, these expenses were fully reimbursed. Plaintiffs
17 estimated Defendant’s exposure for this claim at \$198,920.00.

18 37. Plaintiffs allege that Defendant’s alleged violations resulted in derivative violations of
19 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
20 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could
21 argue that Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties under
22 Labor Code section 203. Additionally, Defendant could argue that Plaintiffs could not show that Class
23 Members suffered an “injury” because of wage statement violations, as required by Labor Code section
24 226. Defendant could also argue that that meal and rest period violations do not entitle employees like
25 Plaintiffs and the Class Members to pursue the derivative waiting time and itemized wage statement
26 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927). Plaintiffs could
27

not give the penalty claims great weight given that they depended on proving the underlying claims, which had their own risks. Plaintiffs estimated Defendant's exposure for this claim at \$2,253,299.00.

(5) Defendant's PAGA Exposure

38. In all, Class Counsel projected Defendant's liability exposure for PAGA claims at \$620,650.00 if successful at trial.

39. Here, the Parties negotiated a good faith payment for PAGA Payment in the amount of \$20,000 which is 5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Penalties (\$15,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$5,000.00) will be distributed to the PAGA Class Members, which is within the range of PAGA Payments approved by courts and should be approved.

40. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each PAGA Class Member suffered a violation for each pay period the employee worked. Again, Defendant raised several defenses that presented serious threats to the claims of the Plaintiff and the PAGA Class Members. In addition to those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and manageability as to the rest period claims.

B. Inherent Risks of Continued Litigation Support Preliminary Approval

41. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*

1 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
2 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
3 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
4 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
5 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
6 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
7 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
8 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
9 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
10 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
11 certification of driver meal and rest period claims based on the predominance of individual issues).
12 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
13 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
14 settlement.

15 42. Finally, continuing to litigate this action would require continued and extensive resources
16 coupled with significant Court time to proceed through trial and post-trial motions; which can often
17 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
18 extensive expert testimony, particularly with regards to damages. But even if Plaintiffs are successful
19 at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect
20 that Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d
21 668, the risk of an appeal and subsequent reversal is real.

22 43. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$400,000.00 that
23 is approximately 17.8% of Defendant’s *class-wide* liability exposure as estimated by Class Counsel at
24 the time of mediation. Given the amount of the settlement here, as compared to potential value of the
25 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

26 **B. Proposed Notice Informs the Class About the Case and Settlement**
27

44. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class Members of their rights and remedies. The Settlement Administrator will first verify addresses, then mail the proposed Notice Packet to all Class Members. The Notice Packet will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure, and time period within which to requests for exclusions or objections to the Settlement, the date for the final approval hearing, the formula used to calculate settlement payments, and the terms and scope of the Released Class Claims. Agreement at ¶ III(K).

45. This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class Members while ensuring cost effective administration of the Settlement.

C. The Court Should Preliminarily Approve the Enhancement Award

46. The Settlement provides for Service Awards of \$10,000.00 for each Plaintiff. The service award is fair and reasonable compensation for the Plaintiffs' efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of their case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

47. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Service Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully submits that the above showing is sufficient for preliminary approval of the negotiated Service Awards.

D. The Court Should Preliminary Approve the Negotiated Attorneys' Fees and Expenses

48. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Expenses payment is fair and reasonable.

49. Plaintiffs will file a formal motion for the negotiated Attorneys' Fees and Expenses once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

50. For Settlement, Plaintiffs contend, and Defendant does not dispute for settlement purposes only, that provisional certification of the Class is appropriate.

51. Because all Class Members are Defendant's current and former employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

52. The statutes relating to each of Plaintiffs' claims apply with equal force and effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class.

53. Plaintiffs' wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiffs' interests are entirely coextensive with the interests of the Settlement Class. Plaintiffs allege that they was injured by the same company-wide practices to which the proposed Class Members were subject to and seeks the same relief. Plaintiffs have already demonstrated their ability to advocate for the interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

54. Additionally, Plaintiffs are represented by competent Class Counsel who have extensive experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and gained state court settlement approval of the same class-wide causes of action that are at issue in this case. Class Counsel's wage and hour class action experience establishes that they are well qualified to represent the interests of this Class.

55. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an

individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

F. Class Counsel's Experience

56. Plaintiffs, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees throughout California in wage and hour class actions and PAGA actions. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Tesla Stone (Paralegal), Laura Gonzalez Mendez (Paralegal), Jennifer Heming (Paralegal), and Madelyn Uchiyama (Legal Assistant).

57. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "4."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "4"**.

58. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 13 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

59. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$75 million on behalf of the Firm's clients.

60. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

61. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

62. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising

1 Star list recognizes the top 2.5% of eligible attorneys. (see
2 https://www.superlawyers.com/about/selection_process.html.)

3 I declare under the penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed this **22nd day of August 2023**, at San Diego, California.

5 **JCL LAW FIRM, APC**

6 By: 
7 Jean-Claude Lapuyade, Esq.
8 Attorneys for Plaintiff
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EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NEVADA

TIFFANY BRITTON, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MOUNTAIN VALLEY CHILD AND
FAMILY SERVICES, INC., a California
corporation; and DOES 1 through 100,
Inclusive,

Defendants.

Case No.: CU0000023

[Action Filed April 19, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff TIFFANY BRITTON (“Plaintiff Britton”) and Plaintiff
3 KAYJHONNIE SMITH (“Plaintiff Smith”) (hereinafter “Plaintiffs”), individually, and on behalf of
4 other members of the general public similarly situated, and Defendant MOUNTAIN VALLEY
5 CHILD AND FAMILY SERVICES, INC. (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Tiffany Britton v.*
8 *Mountain Valley Child and Family Services, Inc.*, Nevada County Superior Court,
9 Case No. CU0000023, filed April 19, 2022, and the First Amended Class Action
10 Complaint For Damages designated *Tiffany Britton and Kayjhonnie Smith v.*
11 *Mountain Valley Child and Family Services, Inc.*, Nevada County Superior Court
12 (which was attached to a March 20, 2023 letter to Labor and Workforce Development
13 Agency from plaintiffs’ counsel Shani O. Zakay) and submitted to the Court for filing
14 on June 12, 2023.
- 15 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
16 Class and PAGA Action and Release of Claims.
- 17 C. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
18 paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- 19 D. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
20 Class Counsel for the services they have rendered to Plaintiff and the Settlement
21 Class in the Action, currently not to exceed one-third of the Gross Settlement
22 Amount currently estimated to be \$133,333.33 out of \$400,000.00. Attorneys’ fees
23 will be divided between Class Counsel as follows (35% to Lawyers for Justice, PC,
24 32.5% to JCL Law Firm, APC, and 32.5% to Zakay Law Group, APLC).
- 25 E. “Claims Administration Expenses” shall mean the amount paid to the Settlement
26 Administrator from the Gross Settlement Amount for administering the Settlement
27 pursuant to this Agreement currently estimated not to exceed \$8,500.00.
- 28

- 1 F. "Class" or the "Class Members" means all current and former non-exempt California
2 employees who worked at Defendant at any time during the Class Period.
- 3 G. "Class Counsel" shall mean Edwin Aiwazian, Esq. of Lawyers for Justice, PC, Jean-
4 Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law
5 Group, APLC.
- 6 H. "Class Data" means information regarding Class Members that Defendant will in
7 good faith compile from its records and provide to the Settlement Administrator. It
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
9 Member's full name; last known address; Social Security Number; start dates and end
10 dates of employment.
- 11 I. "Class Period" means the period between April 19, 2018 and June 18, 2023.
- 12 J. "Class Representatives" shall mean Tiffany Britton and Kayjhonnie Smith.
- 13 K. "Court" means the Superior Court for the State of California, County of Nevada
14 currently presiding over the Action.
- 15 L. "Defendant" shall mean Mountain Valley Child and Family Services, Inc.
- 16 M. "Effective Date" means the date of final approval if no objections are filed to the
17 settlement. If objections are filed and overruled, and no appeal is taken of the final
18 approval order, then the effective date of final approval will be the date the Court
19 enters the order and judgment granting final approval of the settlement. If an appeal
20 is taken from the Court's overruling of objections to the settlement, then the effective
21 date of final approval will be twenty (20) days after the appeal is withdrawn or after
22 an appellate decision affirming the final approval decision becomes final.
- 23 N. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
24 Settlement Amount to the Claims Administrator in accord with the terms of this
25 Agreement. Defendant will begin payment of the Gross Settlement Amount to the
26 Claims Administrator on the later of February 18, 2024 or ninety (90) days after the
27 Effective Date.
28

- 1 O. “Gross Settlement Amount” means Four Hundred Thousand Dollars (\$400,000) that
2 Defendant must pay into the QSF in connection with this Settlement, inclusive of the
3 sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys’
4 Fees and Attorneys’ Expenses, Service Awards, and the PAGA Payment and
5 *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment
6 under this Settlement.
- 7 P. “Individual Settlement Payments” means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 PAGA Class Members pursuant to PAGA.
- 10 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
11 Attorneys’ Fees and Attorneys’ Expenses, Service Awards, PAGA Payment, and
12 Claims Administration Expenses.
- 13 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the
14 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 S. “Operative Complaint” shall mean the First Amended Complaint, filed on June 12,
17 2023.
- 18 T. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
19 Labor Code § 2698 *et seq.*
- 20 U. “PAGA Class” or “PAGA Class Members” means all current and former non-exempt
21 California employees who worked at Defendant at any time during the PAGA Period.
- 22 V. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
23 for each PAGA Class Member divided by the sum total of the Pay Periods for all
24 PAGA Class Members during the PAGA Period.
- 25 W. “PAGA Payment” shall mean Twenty Thousand Dollars (\$20,000) to be allocated
26 from the Gross Settlement Amount, with 25% of the payment going to the California
27 Class Members and 75% of the payment going to the Labor and Workforce
28 Development Agency (“LWDA Payment”). The amount of the PAGA Payment is

subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

X. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA Class Member Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each PAGA Class Member worked in California.

Y. "PAGA Period" means the period between March 20, 2022 and June 18, 2023.

Z. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiffs or Defendant, individually.

AA. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

BB. "Plaintiffs" shall mean Tiffany Britton and Kayjhonnie Smith.

CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. "Released Class Claims" shall mean the release from the Class Members of all class claims alleged in the operative complaint (Case number CU0000023), including the First Amended Complaint (which includes PAGA claims), or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, PAGA claims (which are separately released), and class claims outside of the Class Period.

EE. "Released PAGA Claims" shall mean the release from the PAGA Class Members of all PAGA claims alleged in the First Amended Complaint and Plaintiff's March 20, 2023 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'

1 compensation and PAGA claims outside the PAGA Period.

2 FF. "Released Parties" shall mean Defendant, and all of its managing agents, officers and
3 directors.

4 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
5 Administrator mails Notice Packets to Class Members and the last date on which
6 Class Members may submit requests for exclusion or objections to the Settlement.

7 HH. "Service Awards" mean an award in the amount of \$10,000 or in an amount that the
8 Court authorizes to be paid to each of the Class Representatives, in addition to their
9 Individual Settlement Payment and their individual PAGA Class Member Payment,
10 in recognition of their efforts and risks in assisting with the prosecution of the Action.

11 II. "Settlement" means the disposition of the Action pursuant to this Agreement.

12 JJ. "Settlement Administrator" means Apex Class Action LLC, 20371 Irvine Ave.,
13 Newport Beach, CA 92660; Tel: 1-800-355-0700. The Settlement Administrator
14 establishes, designates and maintains, as a QSF under Internal Revenue Code section
15 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
16 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
17 Class Members. The Settlement Administrator shall maintain the funds until
18 distribution in an account(s) segregated from the assets of Defendant and any person
19 related to Defendant. *All accrued interest shall be paid and distributed to the*
20 *Settlement Class Members as part of their respective Individual Settlement*
21 *Payment.*

22 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
23 have not submitted a timely and valid request for exclusion as provided in this
24 Agreement.

25 LL. "Workweeks," for purposes of calculating the distribution of the Net Settlement
26 Amount, means the number of weeks of employment during the Class Period that
27 each Class Member was employed by Defendant in California.

1 **II. RECITALS**

2 A. On April 19, 2022, Plaintiff Britton filed the Action, alleging claims for:

- 3 1. Violation of California Labor Code §§ 510 and 1998 (Unpaid Overtime);
- 4 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
- 5 Premiums);
- 6 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 7 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
- 8 Minimum Wages);
- 9 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
- 10 Paid);
- 11 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
- 12 Employment);
- 13 7. Violation of California Labor Code § 226(a) (Non-Complaint Wage
- 14 Statements);
- 15 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
- 16 Payroll Records);
- 17 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
- 18 Business Expenses);
- 19 10. Violation of California Business & Professions Code §§ 17200, *et seq.*

20 B. On March 20, 2023, Plaintiff Smith filed a Notice of Violations with the Labor and

21 Workforce Development Agency (LWDA) and served the same on Defendant.

22 C. On June 12, 2023, Plaintiffs submitted for filing a First Amended Complaint, which

23 added Plaintiff Smith as a named plaintiff and alleged a ninth cause of action for

24 Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*). The

25 First Amended Complaint is the “operative complaint.”

26 D. The Class Representatives believe they have claims based on alleged violations of the

27 California Labor Code, and the Industrial Welfare Commission Wage Orders, and

28 that class certification is appropriate because the prerequisites for class certification

1 can be satisfied in the Action, and this action is manageable as a PAGA representative
2 action.

3 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
5 Representatives are owed, and further contends that, for any purpose other than
6 settlement, the Action is not appropriate for class or representative action treatment.
7 Defendant contends that this Action is not manageable as a PAGA representative
8 action. Defendant contends, among other things, that at all times it complied with the
9 California Labor Code and the Industrial Welfare Commission Wage Orders.

10 F. The Class Representatives are represented by Class Counsel. Class Counsel
11 investigated the facts relevant to the Action, including conducting an independent
12 investigation as to the allegations, reviewing documents and information exchanged
13 through informal discovery, and reviewing documents and information provided by
14 Defendant pursuant to informal requests for information to prepare for mediation.
15 Defendant produced for the purpose of settlement negotiations certain employment
16 data concerning the Settlement Class, which Class Counsel reviewed and analyzed
17 with the assistance of an expert. Based on their own independent investigation and
18 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
19 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
20 considering all known facts and circumstances, including the risks of significant
21 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
22 numerous potential appellate issues. Although it denies any liability, Defendant is
23 agreeing to this Settlement solely to avoid the inconveniences and cost of further
24 litigation. The Parties and their counsel have agreed to settle the claims on the terms
25 set forth in this Agreement.

26 G. On April 18, 2023, the Parties participated in mediation presided over by Hon. Brian
27 C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class
28

and PAGA actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class Members have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Awards, the Attorneys' Fees and Attorneys' Expenses, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement

1 Amount of Four Hundred Thousand Dollars (\$400,000.00). The Parties agree
2 that this is a non-reversionary Settlement and that no portion of the Gross
3 Settlement Amount shall revert to Defendant. Other than the Defendant's
4 share of employer payroll taxes and as provided in Section III.A.2 below,
5 Defendant shall not be required to pay more than the Gross Settlement
6 Amount.

7 2. Class Size. Defendant represents that the Settlement Class was comprised of
8 531 individuals who collectively worked approximately 37,351 workweeks
9 ("Projected Workweeks") during the Class Period. Prior to the filing of the
10 motion for Preliminary Approval, Defendant will provide Class Counsel with
11 a declaration under penalty of perjury confirming the number of applicable
12 Class Members and workweeks they worked during the Class Period. If the
13 Projected Workweeks increases by more than 12% of the estimated stated
14 herein, the Gross Settlement Amount shall increase proportionally for the
15 number of workweeks over 112% of the Projected Workweeks (37,351), or
16 the Defendant has the choice of shortening the class period end date as to
17 where total workweeks do not exceed 112% of 37,351.

18 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
19 into the QSF, through the Settlement Administrator in accordance with
20 paragraph III.L below. Any interest accrued will be added to the NSA and
21 distributed to the Settlement Class Members except that if final approval is
22 reversed on appeal, then Defendant is entitled to prompt return of the principal
23 and all interest accrued.

24 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
25 payroll taxes is in addition to the Gross Settlement Amount, and will be
26 calculated by the Settlement Administrator, and shall be paid together with
27 the Gross Settlement Amount on the Funding Date.
28

- 1 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members
3 release the Released Parties from the Released Class Claims for the Class Period.
- 4 C. Release by the PAGA Class Members. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of
6 California release the Released Parties from the Released PAGA Claims for the PAGA
7 Period. As a result of this release, the PAGA Class Members shall be precluded from
8 bringing claims against Defendant for the Released PAGA Claims.
- 9 D. Conditions Precedent: This Settlement will become final and effective only upon the
10 occurrence of all of the following events:
- 11 1. The Court enters an order granting preliminary approval of the Settlement;
 - 12 2. The Court enters an order granting final approval of the Settlement and a Final
13 Judgment;
 - 14 3. If an objector appears at the final approval hearing, the time for appeal of the
15 Final Judgment and Order Granting Final Approval of Class Action
16 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
17 any appeal from the Judgment and Order Granting Final Approval of Class
18 Action Settlement; and
 - 19 4. Defendant fully funds the Gross Settlement Amount.
- 20 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
21 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
22 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
23 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
24 fully fund the Gross Settlement Amount:
- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or
28 procedural;

- 1 2. The conditional class certification (obtained for any purpose) shall be void *ab*
2 *initio* and of no force or effect, and shall not be admissible in any judicial,
3 administrative or arbitral proceeding for any purpose or with respect to any
4 issue, substantive or procedural; and
- 5 3. None of the Parties to this Settlement will be deemed to have waived any
6 claims, objections, defenses or arguments in the Action, including with respect
7 to the issue of class certification.
- 8 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
9 curative notice to the Settlement Class Members and all Claims
10 Administration Expenses incurred to the date of nullification.

11 F. Certification of the Settlement Class. The Parties stipulate to conditional class
12 certification of the Class for the Class Period for purposes of settlement only. In the
13 event that this Settlement is not approved by the Court, fails to become effective, or is
14 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
15 Defendant from obtaining a complete resolution of the Released Claims, the
16 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
17 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
18 proceeding for any purpose or with respect to any issue, substantive or procedural.

19 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for, and Class Members and/or PAGA Class Members
21 are not relying on any statement or representation by the Parties in this regard. Class
22 Members and/or PAGA Class Members understand and agree that they will be
23 responsible for the payment of any taxes and penalties assessed on the Individual
24 Settlement Payments and/or PAGA Class Members' individual shares of the PAGA
25 Class Member Payment described and will be solely responsible for any penalties or
26 other obligations resulting from their personal tax reporting of Individual Settlement
27 Payments and/or PAGA Class Members' individual shares of the PAGA Class
28 Member Payment.

1 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.

19 I. Preliminary Approval Motion. Within thirty (30) calendar days of execution of this
20 Agreement, or as soon thereafter as practicable, Plaintiffs shall file with the Court a
21 Motion for Order Granting Preliminary Approval and supporting papers, which shall
22 include this Settlement Agreement. Plaintiffs will provide Defendant with a draft of
23 the Motion at least 3 business days prior to the filing of the Motion to give Defendant
24 an opportunity to propose changes or additions to the Motion.

25 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 establishing and administering the QSF; calculating, processing and mailing payments
27 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
28 mailing the Notice Packets to the Class Members as directed by the Court; receiving

1 and reporting the objections and requests for exclusion; calculating, deducting and
2 remitting all legally required taxes from Individual Settlement Payments and
3 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
4 Portion of the Individual Settlement Payments and/or PAGA Class Members'
5 individual shares of the PAGA Class Member Payment; processing and mailing tax
6 payments to the appropriate state and federal taxing authorities; providing
7 declaration(s) as necessary in support of preliminary and/or final approval of this
8 Settlement; and other tasks as the Parties mutually agree or the Court orders the
9 Settlement Administrator to perform. The Settlement Administrator shall keep the
10 Parties timely apprised of the performance of all Settlement Administrator
11 responsibilities by among other things, sending a weekly status report to the Parties'
12 counsel stating the date of the mailing, the of number of Elections Not to Participate
13 in Settlement it receives (including the numbers of valid and deficient), and number of
14 objections received.

15 K. Notice Procedure.

16 1. Class Data. No later than twenty (20) calendar days after the Preliminary
17 Approval Date, Defendant shall provide the Settlement Administrator with the
18 Class Data for purposes of preparing and mailing Notice Packets to the Class
19 Members.

20 2. Notice Packets.

21 a) The Notice Packet shall contain the Notice of Class Action Settlement
22 in a form substantially similar to the form attached as **Exhibit A**. The
23 Notice of Class Action Settlement shall inform Class Members and
24 PAGA Class Members that they need not do anything in order to
25 receive an Individual Settlement Payment and/or PAGA Class
26 Members' individual shares of the PAGA Class Member Payment and
27 to keep the Settlement Administrator apprised of their current mailing
28 address, to which the Individual Settlement Payments and/or PAGA

1 Class Members' individual shares of the PAGA Class Member
2 Payment will be mailed following the Funding Date. The Notice of
3 Class Action Settlement shall set forth the release to be given by all
4 members of the Class who do not request to be excluded from the
5 Settlement Class and/or PAGA Class Member in exchange for an
6 Individual Settlement Payment and/or PAGA Class Members'
7 individual shares of the PAGA Class Member Payment, the number of
8 Workweeks worked by each Class Member during the Class Period
9 and PAGA Period, if any, and the estimated amount of their Individual
10 Settlement Payment if they do not request to be excluded from the
11 Settlement and each PAGA Class Members' individual shares of the
12 PAGA Class Member Payment, if any. The Settlement Administrator
13 shall use the Class Data to determine Class Members' Workweeks and
14 PAGA Pay Periods. The Notice will also advise the PAGA Class
15 Members that they will release the Released PAGA Claims and will
16 receive their share of the PAGA Class Member Payment regardless of
17 whether they request to be excluded from the Settlement.

18 b) The Notice Packet's mailing envelope shall include the following
19 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
20 ENTITLED TO PARTICIPATE IN A CLASS ACTION
21 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
22 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
23 NOTICE."

24 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
25 Settlement Administrator will perform a search based on the National Change
26 of Address Database to update and correct any known or identifiable address
27 changes. No later than thirty (30) calendar days after preliminary approval of
28 the Settlement, the Settlement Administrator shall mail copies of the Notice

1 Packet to all Class Members via regular First-Class U.S. Mail and electronic
2 mail. The Settlement Administrator shall exercise its best judgment to
3 determine the current mailing address for each Class Member. The address
4 identified by the Settlement Administrator as the current mailing address shall
5 be presumed to be the best mailing address for each Class Member.

6 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
7 Administrator as non-delivered on or before the Response Deadline shall be
8 re-mailed to any forwarding address provided. If no forwarding address is
9 provided, the Settlement Administrator shall promptly attempt to determine a
10 correct address by lawful use of skip-tracing, or other search using the name,
11 address and/or Social Security number of the Class Member involved, and
12 shall then perform a re-mailing, if another mailing address is identified by the
13 Settlement Administrator. In addition, if any Notice Packets, which are
14 addressed to Class Members who are currently employed by Defendant, are
15 returned to the Settlement Administrator as non-delivered and no forwarding
16 address is provided, the Settlement Administrator shall notify Defendant.
17 Defendant will request that the currently employed Class Member provide a
18 corrected address and transmit to the Administrator any corrected address
19 provided by the Class Member. Class Members who received a re-mailed
20 Notice Packet shall have their Response Deadline extended fifteen (15) days
21 from the original Response Deadline.

22 5. Disputes Regarding Individual Settlement Payments. Class Members will
23 have the opportunity, should they disagree with Defendant's records regarding
24 the start and end dates of employment to provide documentation and/or an
25 explanation to show contrary dates. If there is a dispute, the Settlement
26 Administrator will consult with the Parties to determine whether an
27 adjustment is warranted. The Settlement Administrator shall determine the
28 eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator's determination
2 of the eligibility for and amount of any Individual Settlement Payment shall
3 be binding upon the Class Member and the Parties.

4 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
5 by the Settlement Administrator concerning the administration of the
6 Settlement will be resolved by the Court under the laws of the State of
7 California. Before any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of
9 involving the Court.

10 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to exclude themselves from
12 the Settlement must submit a signed copy of the Request for Exclusion form
13 to the Settlement Administrator by the Response Deadline. A Request for
14 Exclusion form will be mailed together with the Notice Packet to all Class
15 Members. The Request for Exclusion will not be valid if it is not timely
16 submitted, if it is not signed by the Class Member, or if it does not contain the
17 name and address and last four digits of the Social Security number of the
18 Class Member. The date of the postmark on the mailing envelope or fax stamp
19 on the Request for Exclusion shall be the exclusive means used to determine
20 whether the request for exclusion was timely submitted. Any Class Member
21 who submits a timely Request for Exclusion shall be excluded from the
22 Settlement Class will not be entitled to an Individual Settlement Payment and
23 will not be otherwise bound by the terms of the Settlement or have any right
24 to object, appeal or comment thereon. However, any Class Member that
25 submits a timely Request for Exclusion that is also a PAGA Class Member
26 will still receive his/her pro rata share of the PAGA Class Member Payment,
27 as specified below, and in consideration, will be bound by the Release by the
28 PAGA Class as set forth herein. Settlement Class Members who fail to submit

1 a valid and timely Request for Exclusion on or before the Response Deadline
2 shall be bound by all terms of the Settlement and any final judgment entered
3 in this Action if the Settlement is approved by the Court. No later than
4 fourteen (14) calendar days after the Response Deadline, the Settlement
5 Administrator shall provide counsel for the Parties with a final list of the Class
6 Members who have timely submitted timely Requests for Exclusion. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage members of the Class to submit Requests for Exclusion from the
9 Settlement.

- 10 8. Objections. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to object to the Settlement
12 may submit to the Settlement Administrator a written statement of objection
13 (“Notice of Objection”) by the Response Deadline. The postmark date of
14 mailing shall be deemed the exclusive means for determining that a Notice of
15 Objection was served timely. The Notice of Objection, if in writing, must be
16 signed by the Settlement Class Member and state: (1) the case name and
17 number; (2) the name of the Settlement Class Member; (3) the address of the
18 Settlement Class Member; (4) the last four digits of the Settlement Class
19 Member’s Social Security number; (5) the basis for the objection; and (6) if
20 the Settlement Class Member intends to appear at the Final
21 Approval/Settlement Fairness Hearing. Class Members who fail to make
22 objections in writing in the manner specified above may still make their
23 objections orally at the Final Approval/Settlement Fairness Hearing with the
24 Court’s permission. Settlement Class Members will have a right to appear at
25 the Final Approval/Settlement Fairness Hearing to have their objections heard
26 by the Court regardless of whether they submitted a written objection. At no
27 time shall any of the Parties or their counsel seek to solicit or otherwise
28 encourage Class Members to file or serve written objections to the Settlement

1 or appeal from the Order and Final Judgment. Class Members who submit a
2 written request for exclusion may not object to the Settlement. Class Members
3 may not object to the PAGA Payment.

4 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
5 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
6 by law as follows: \$220,000 on the later of February 18, 2024 or 90 days after final
7 approval of the settlement, and \$20,000 every 30 days thereafter for 9 months for a
8 total of \$180,000.

9 1. Calculation of Individual Settlement Payments. Individual Settlement
10 Payments shall be paid from the Net Settlement Amount and shall be paid
11 pursuant to the formula set forth herein. Using the Class Data, the Settlement
12 Administrator shall add up the total number of Workweeks for all Class
13 Members. The respective Workweeks for each Class Member will be divided
14 by the total Workweeks for all Class Members, resulting in the Payment Ratio
15 for each Class Member. Each Class Member's Payment Ratio will then be
16 multiplied by the Net Settlement Amount to calculate each Class Member's
17 estimated Individual Settlement Payments. Each Individual Settlement
18 Payment will be reduced by any legally mandated employee tax withholdings
19 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
20 Members who submit valid and timely requests for exclusion will be
21 redistributed to Settlement Class Members who do not submit valid and timely
22 requests for exclusion on a pro rata basis based on their respective Payment
23 Ratios.

24 2. Calculation of Individual Payments to the PAGA Class Members. Using the
25 Class Data, the Settlement Administrator shall add up the total number of
26 PAGA Pay Periods for all PAGA Class Members during the PAGA Period.
27 The respective PAGA Pay Periods for each PAGA Class Member will be
28 divided by the total PAGA Pay Periods for all PAGA Class Members,

1 resulting in the “PAGA Payment Ratio” for each PAGA Class Member. Each
2 PAGA Class Member’s PAGA Payment Ratio will then be multiplied by the
3 PAGA Class Member Payment to calculate each PAGA Class Member’s
4 estimated share of the PAGA Class Member Payment.

5 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
6 Settlement Payments shall be allocated and treated as 33.3% wages (“Wage
7 Portion”) and 66.6% penalties and pre-judgment interest (“Penalty and
8 Interest Portion”). The Wage Portion of the Individual Settlement Payments
9 shall be reported on IRS Form W-2 and the Penalty and Interest Portion of the
10 Individual Settlement Payments shall be reported on IRS Form 1099 issued
11 by the Settlement Agreement.

12 4. Allocation of PAGA Class Member Payments. For tax purposes, PAGA Class
13 Member Payments shall be allocated and treated as 100% penalties and shall
14 be reported on IRS Form 1099.

15 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
16 individual shares of the PAGA Payment made to Settlement Class Members
17 and/or PAGA Class Members under this Settlement Agreement, as well as any
18 other payments made pursuant to this Settlement Agreement, will not be
19 utilized to calculate any additional benefits under any benefit plans to which
20 any Class Members may be eligible, including, but not limited to profit-
21 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
22 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
23 Parties’ intention that this Settlement Agreement will not affect any rights,
24 contributions, or amounts to which any Class Members may be entitled under
25 any benefit plans.

26 6. All monies received by Settlement Class Members under the Settlement which
27 are attributable to wages shall constitute income to such Settlement Class
28 Members solely in the year in which such monies actually are received by the

1 Settlement Class Members. It is the intent of the Parties that Individual
2 Settlement Payments and individual shares of the PAGA Payment provided for
3 in this Settlement agreement are the sole payments to be made by Defendant to
4 Settlement Class Members and/or PAGA Class Members in connection with this
5 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement
6 Class Members and/or PAGA Class Members are not entitled to any new or
7 additional compensation or benefits as a result of having received the Individual
8 Settlement Payments and/or their shares of the PAGA Class Member Payment.

9 7. Mailing. Individual Settlement Payments and PAGA Class Member
10 Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class
11 Members' and/or PAGA Class Members' last known mailing address no later
12 than thirty (30) business days after Defendant deposits the initial payment per
13 paragraph III.L.

14 8. Expiration. Any checks issued to Settlement Class Members and PAGA Class
15 Members shall remain valid and negotiable for one hundred and eighty (180)
16 days from the date of their issuance. If a Settlement Class Member and/or
17 PAGA Class Member does not cash his or her settlement check within 90
18 days, the Settlement Administrator will send a letter to such persons, advising
19 that the check will expire after the 180th day, and invite that Settlement Class
20 Member and/or PAGA Class Member to request reissuance in the event the
21 check was destroyed, lost or misplaced. In the event an Individual Settlement
22 Payment and/or PAGA Class Member's individual share of the PAGA
23 Payment check has not been cashed within one hundred and eighty (180) days,
24 all funds represented by such uncashed checks, plus any interest accrued
25 thereon, shall be paid to Summitview Child and Family Services, Inc., a
26 501c(3) nonprofit corporation. Plaintiff and Defendant, and their respective
27 counsel, shall provide a declaration in support of Plaintiff's Motion for
28 Preliminary Approval of the Settlement, attesting that they do not have an

1 interest, directly or indirect, monetary or otherwise, in Summitview Child and
2 Family Services, Inc.

3 9. Service Awards. In addition to the Individual Settlement Payment as a
4 Settlement Class Members and any individual share of the PAGA Class
5 Member Payment, Plaintiffs will apply to the Court for an award of not more
6 than \$10,000.00 each, as the Service Awards. Defendant will not oppose
7 Service Awards of not more than \$10,000.00 for each Plaintiff. The
8 Settlement Administrator shall pay the Service Awards, either in the amount
9 stated herein if approved by the Court or some other amount as approved by
10 the Court, to Plaintiffs from the Gross Settlement Amount no later than ten
11 (10) days after the Funding Date. Any portion of the requested Service
12 Awards that is not awarded to the Class Representatives shall be part of the
13 Net Settlement Amount and shall be distributed to Settlement Class Members
14 as provided in this Agreement. The Settlement Administrator shall issue an
15 IRS Form 1099 — MISC to Plaintiffs for their Service Awards. Plaintiffs
16 shall be solely and legally responsible to pay any and all applicable taxes on
17 their Service Awards and shall hold harmless the Released Parties from any
18 claim or liability for taxes, penalties, or interest arising as a result of the
19 Service Awards. Approval of this Settlement shall not be conditioned on Court
20 approval of the requested amount of the Service Awards. If the Court reduces
21 or does not approve the requested Service Awards, Plaintiffs shall not have
22 the right to revoke the Settlement, and it will remain binding.

23 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
24 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
25 the Gross Settlement Amount currently estimated to be \$133,333.33 **and**
26 Attorneys' Expenses supported by declaration not to exceed Twenty
27 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and Attorneys'
28 Expenses shall be paid from the Gross Settlement Amount. Any portion of

1 the requested Attorneys' Fees and/or Attorneys' Expenses that are not
2 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
3 be distributed to Settlement Class Members as provided in this Agreement.
4 The Settlement Administrator shall allocate and pay the Attorneys' Fees to
5 Class Counsel from the Gross Settlement Amount no later than ten (10) days
6 after the Funding Date. Class Counsel shall be solely and legally responsible
7 to pay all applicable taxes on the payment made pursuant to this paragraph.
8 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
9 Counsel for the payments made pursuant to this paragraph. In the event that
10 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff
11 and Class Counsel shall not have the right to revoke the Settlement, or to
12 appeal such order, and the Settlement will remain binding.

13 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from
14 the Gross Settlement Amount for settlement of claims for civil penalties under
15 the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
16 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
17 Payment (\$15,000) to the California Labor and Workforce Development
18 Agency no later than ten (10) days after the Effective Date (hereinafter
19 "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment
20 (\$5,000) will be distributed to the PAGA Class Members as described in this
21 Agreement (hereinafter "PAGA Class Member Payment"). For purposes of
22 distributing the PAGA Payment to the PAGA Class Members, each PAGA
23 Class Member shall receive their pro-rata share of the PAGA Class Member
24 Payment using the PAGA Payment Ratio as defined above.

25 12. Claims Administration Expenses. The Settlement Administrator shall be paid
26 for the costs of administration of the Settlement from the Gross Settlement
27 Amount. The estimate of the Administration Costs is \$8,500.00. The
28

Settlement Administrator shall be paid the Claims Administration Expenses no later than ten (10) days after the Effective Date.

M. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action

1 Settlement, and Judgment before filing with the Court. The Parties and their counsel
2 will cooperate with each other and use their best efforts to effectuate the Court's
3 approval of the Motions for Preliminary and Final Approval of the Settlement, and
4 entry of Judgment.

5 O. Cooperation. The Parties and their counsel will cooperate with each other and use
6 their best efforts to implement the Settlement.

7 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
8 except such proceedings necessary to implement and complete the Settlement, pending
9 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

10 Q. Amendment or Modification. This Agreement may be amended or modified only by
11 a written instrument signed by counsel for all Parties or their successors-in-interest.

12 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
13 Agreement among these Parties, and no oral or written representations, warranties or
14 inducements have been made to any Party concerning this Agreement or its Exhibit
15 other than the representations, warranties and covenants contained and memorialized
16 in this Agreement and its Exhibit.

17 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate
19 this Agreement and to take all appropriate Action required or permitted to be taken by
20 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
21 documents required to effectuate the terms of this Agreement. The persons signing
22 this Agreement on behalf of Defendant represents and warrants that he/she is
23 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
24 warrant that they are authorized to sign this Agreement and that they have not assigned
25 any claim, or part of a claim, covered by this Settlement to a third-party.

26 T. No Public Comment: The Parties and their counsel agree that they will not issue any
27 press releases, initiate any contact with the press, respond to any press inquiry, or have
28 any communication with the press about the fact, amount or terms of the Settlement

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict
3 Class Counsel from including publicly available information regarding this settlement
4 in future judicial submissions regarding Class Counsel's qualifications and experience.
5 Further, Class Counsel will not include, reference or use the Settlement Agreement for
6 any marketing or promotional purposes, either before or after the Motion for
7 Preliminary Approval is filed.

8 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
9 to the benefit of, the successors or assigns of the Parties, as previously defined.

10 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
11 shall be governed by and interpreted according to the laws of the State of California.

12 W. Counterparts. This Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them shall be deemed to be one and the same
14 instrument provided that counsel for the Parties to this Agreement shall exchange
15 among themselves copies or originals of the signed counterparts.

16 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
17 is a fair, adequate and reasonable settlement of this Action and have arrived at this
18 Settlement after extensive arms-length negotiations, taking into account all relevant
19 factors, present and potential.

20 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
21 respect to the interpretation, implementation and enforcement of the terms of this
22 Agreement and all orders and judgments entered in connection therewith, and the
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing and enforcing the settlement and all orders and judgments
25 entered in connection with this Agreement.

26 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
27 the Court shall first attempt to construe the provisions valid to the fullest extent
28

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: Jul 14, 2023


Tiffany Britton (Jul 14, 2023 13:51 PDT)

Tiffany Britton

DATED: Jul 17, 2023


Kayjhonnie smith (Jul 17, 2023 08:53 PDT)

Kayjhonnie Smith

1 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

2
3 DATED: 7/12/2023


Mountain Valley Child and Family Services, Inc.

Daniel Petrie

Printed Name

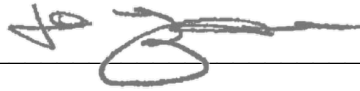
CEO

Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: July 17, 2023

JCL LAW FIRM, A.P.C.

11 By: 

12
13 Attorneys for Plaintiff and the Settlement Class
14 Members

15 DATED: July 17, 2023

ZAKAY LAW GROUP, APLC

16 By: 

17
18 Attorneys for Plaintiff and the Settlement Class
19 Members

20 DATED: July 13, 2023

MATHENY SEARS LINKERT & JAIME, LLP

21 By: 

22
23 Ronald E. Enabnit, Esq.
24 Attorneys for Defendant
25
26
27
28

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court
Case No. CU0000023)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved or you may appear at the final hearing on [INSERT DATE] at [INSERT TIME] either in person or remotely. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Nevada (the “Court”) has been reached between Plaintiff Tiffany Britton and Plaintiff Kayjhonnie Smith (“Plaintiffs”) and Defendant Mountain Valley Child and Family Services, Inc., a California corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt California employees who worked at Defendant at any time during the Class Period.

The “Class Period” is the period of time running from April 19, 2018 and June 18, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 19, 2022, Plaintiff Britton filed a Complaint against Defendant in the Superior Court of the State of California, County of Nevada (“Action”). Plaintiff Britton asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1998; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512(a); (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226(a); (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 204; (h) Failed to keep requisite payroll records in violation of California Labor Code § 1174(d); and (i) Failed to reimburse employees for required business expenses in violation of California Labor Code §§ 2800 and 2802.

On **DATE**, Plaintiffs filed the operative First Amended Complaint adding Plaintiff Smith as a named plaintiff and alleging a ninth cause of action for Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations and during their employment; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant kept all requisite payroll records; that Defendant reimbursed employees for all required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On April 18, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<**INSERT PRELIMINARY APPROVAL DATE**>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Lawyers for Justice, PC, JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s Attorneys’ Fees and Attorneys’ Expenses, Claims Administration Expenses, the LWDA Payment, PAGA Class Member Payments, and the Service Awards to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Costs. Payment to Class Counsel of an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys' Costs of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Awards. Service Awards of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate each of them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") ("LWDA Payment") and the remaining \$5,000 will be distributed to PAGA Class Members as part of the Net PAGA Amount.
- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees and Attorneys' Costs, the Service Awards, the LWDA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Class Member Payments to PAGA Class Members. The Net PAGA Amount shall be distributed to PAGA Class Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Class Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Class Member during the PAGA Period. "PAGA Class Member" means all current and former non-exempt California employees who worked at Defendant at any time during the PAGA Period. The PAGA Period means the period between March 20, 2022 and June 18, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 33.33% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 66.66% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments. No taxes will be withheld from the Interest and Penalty Portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Class Member Payments paid to PAGA Class Members, and each PAGA Class Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all class claims alleged in the operative complaint (Case number CU0000023), including the draft First Amended Complaint (which includes PAGA claims), or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, PAGA claims, and class claims outside of the Class Period.

Release by the PAGA Class Members. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Class Members shall release all PAGA claims alleged in the draft First Amended Complaint and Plaintiff's March 20, 2023 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (April 19, 2018 and June 18, 2023).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period (March 20, 2022 and June 18, 2023).

Based on this information, your estimated PAGA Class Member Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court, Case No. CU0000023***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is Apex Class Action, 20371 Irvine Ave., Suite 110, Newport Beach, CA 92660.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive , Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
[Website: www.zakaylaw.com](http://www.zakaylaw.com)

Counsel for Defendant:

Ronald E. Enabnit, Esq.
Matheny Sears Linkert & Jaime, LLP
3638 American River Drive
Sacramento, CA 95864
Tel.: (916) 978-3434
Fax: (916) 978-3430
E-Mail: renabnit@mathenysears.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Nevada County Superior Court, Dept. 6, located at 201 Church St., Nevada City, CA 95959 before Judge S. Robert Tice-Raskin. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court, Case No. CU0000023***, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or PAGA Class Member Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the Summitview Child and Family Services, Inc., a 501c(3) nonprofit corporation.

EXHIBIT 2

EXHIBIT 3

Quotation For:

Julieann Alvarado
Zakay Law Group, APC
julieann@zakaylaw.com
619.255.9047

Prepared by:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Case Name: Britton v. Mountain Valley Child and Family Services

Date: 5/19/23
RFP Number: 90470004

Settlement Specifications

Estimated Class Size:	531
Certified Language Translation:	No
Basic Settlement Website:	No
Percentage of Undeliverable Mail:	20%

Comments or Special Instructions

None

Service	Unit	Rate	Volume	Amount
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00
Mailing of Class Notice				
Form Set-Up (Formatting for Review and Approval)	Per Hour	\$120.00	1	\$120.00
Print & Mailing of Class Notice	Per Piece	\$1.50	531	\$796.50
USPS First Class Postage	Per Piece	\$0.60	531	\$318.60
Remail Notice to Updated Address (Skip Trace)	Per Piece	\$2.00	106	\$212.40
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update	Static Rate	\$78.70	1	\$78.70
Sub Total:				\$1,638.70
Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$760.00



Service	Unit	Rate	Volume	Amount
Toll-Free Contact Center, Website & Reporting				
Toll-Free Contact Center	Static Rate	\$100.00	1	\$100.00
Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$100.00
Distribution & Fund Management				
Settlement Calculations	Per Hour	\$140.00	3	\$420.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mailing Distribution Settlement Check	Per Piece	\$1.50	531	\$796.50
USPS First Class Postage	Per Hour	\$0.60	531	\$318.60
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	53	\$106.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$4,111.30
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00
TOTAL ESTIMATED PROJECT COST:				\$7,990.00

Thank you for your business!
 Sean at 949.878.3676

Terms & Conditions

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

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.
14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.
16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.
18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);