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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

BRITNEY CLARKE and DOMINIQUE  
BOWIE, individuals, and on behalf of other  
members of the general public similarly  
situated;

Plaintiff,

vs.

ST ANNES MATERNITY HOME, an  
unknown business entity; ST. ANNE'S  
MATERNITY HOME, an unknown business  
entity; ST. ANNE'S FOUNDATION, a  
California corporation; ST. ANNE'S  
FAMILY SERVICES, a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 22STCV14674

**DECLARATION OF SHANI O. ZAKAY  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Hearing Date: February 7, 2024

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Department: 1

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel  
3 of record for Plaintiffs BRITNEY CLARKE and DOMINIQUE BOWIE, individuals, on behalf of  
4 other members of the general public similarly situated, (“Plaintiffs”) in this matter. As such, I am  
5 fully familiar with the facts, pleadings and history of the matter. The following facts are within my  
6 own personal knowledge, and if called as a witness, I could testify competently to the matters stated  
7 herein.

8 2. This declaration is being submitted in support of the motion by Plaintiffs for an  
9 order: (1) preliminarily approving the proposed settlement of this putative class and Private  
10 Attorneys General Act (“PAGA”) action with Defendants ST ANNES MATERNITY HOME,  
11 MATERNITY HOME, ST. ANNE’S FOUNDATION, and ST. ANNE’S FAMILY SERVICES  
12 (“Defendants”); (2) approving the form and method for providing class-wide notice; (3) directing  
13 that notice of the proposed settlement be given to the class; and (4) scheduling a final approval  
14 hearing date to consider Plaintiffs’ motion for final approval of the settlement and entry of the  
15 Judgment, and Plaintiffs’ motion for approval of attorneys’ fees and litigation expenses. Attached  
16 hereto as **Exhibit #1** is a copy of the fully executed Class Action and PAGA Settlement Agreement  
17 (“Agreement”) along with exhibits thereto. Attached hereto as **Exhibit #2** is a copy of the redlined  
18 Class Action and PAGA Settlement Agreement, reflecting the changes that were made to the Los  
19 Angeles County Superior Court’s model Class Action and PAGA Settlement Agreement and Class  
20 Notice. This Declaration incorporates by reference the definitions in the Agreement, and all terms  
21 defined therein shall have the same meaning as set forth in the Agreement.

22 **Fairness of Settlement**

23 3. As consideration for this Settlement, the Gross Settlement Amount to be paid by  
24 Defendants is One Million One Hundred Fifty Thousand Dollars (\$1,150,000). The Gross  
25 Settlement Amount will settle all issues pending in this litigation between the Plaintiffs and the  
26 Class, on the one hand, and the Defendants, on the other hand, including payment of: (1) the  
27 Individual Class Payments to Participating Class Members, (2) Class Counsel Fees Payment, (3)  
28 Class Counsel Litigation Expenses Payment, (4) Class Representative Payment to Plaintiffs, (5)

1 PAGA Penalties, and (6) Administration Expenses Payment. (Agreement at § 1.3.) The Gross  
2 Settlement Amount does not include Defendants' share of employer payroll taxes, which  
3 Defendants shall pay to the Administrator separately. The Gross Settlement Amount shall be all-in  
4 with no reversion to Defendants. (Agreement at § 3.1.)

5 4. The relief provided in the Settlement will benefit all members of the Class who do  
6 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiffs or  
7 segments of the Class in any way. Each Participating Class Member will be entitled to a cash  
8 payment based on the plan of allocation described herein. Each Individual Class Payment will be  
9 determined based upon the weeks worked by that employee during the prescribed Class Period.

10 5. The Parties scheduled a private mediation to take place before Steve Serratore a  
11 respected mediator of wage and hour class and PAGA actions. In preparation for the mediation,  
12 Defendants provided Class Counsel with necessary records and information for the members of the  
13 Class. Defendants produced a sample consisting of pay records and time records. Defendants also  
14 produced Plaintiffs' personnel files and all signed policies, Defendants' relevant employment  
15 policies, including compensation policies and timekeeping policies as found within applicable  
16 employee handbooks. Plaintiff analyzed the data with the help of an expert (Berger Consulting  
17 Group), and prepared and submitted a mediation brief to Mr. Serratore. On July 6, 2023, the Parties  
18 participated in an all-day mediation presided over by Steve Serratore, a respected mediator of wage  
19 and hour class actions. After the presentation and recommendation of a mediator's proposal by Mr.  
20 Serratore, the Parties reached a settlement and thereafter executed a binding Memorandum of  
21 Understanding. Thereafter, the Parties documented the agreement in the form of a Settlement  
22 Agreement, which was signed by the Parties and is now presented to this Court for preliminary  
23 approval. Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

24 6. Defendants' total potential exposure for the alleged violations at the time this  
25 Settlement was negotiated was calculated by BCG, Plaintiff's damage expert. For the Class,  
26 Plaintiffs estimate that Defendants potentially could be subject to maximum liability for damages  
27 to the Class in the amount of \$7,097,313 consisting of \$1,436,530 for unpaid wages, \$2,554,435 for  
28 rest periods, \$2,601,110 for meal periods, and \$505,238 for unreimbursed business expenses. In

1 addition, Plaintiff's expert calculated \$2,436,877 in waiting time penalties and \$869,650 for wage  
2 statement penalties. Consequently, the Settlement of \$1,150,000 represents approximately 16% of  
3 the maximum labor code damages to the Class and 11% of the maximum labor code damages and  
4 waiting time and wage statement penalties, assuming these amounts could be proved at trial  
5 (excluding PAGA Penalties). Given the amount of the Settlement compared to the potential value  
6 of claims in this case and taking into consideration the defenses and contentions raised by  
7 Defendants associated with the potential application of Wage Order 5 and its implications with  
8 respect to claims for overtime, meal and rest breaks, the Settlement is fair and reasonable. The goal  
9 of this litigation – to provide compensation to Class Members for allegedly unpaid time, for  
10 allegedly missed meal and rest breaks and reimbursements – has been met.

#### 11 **Procedural History of the Litigation**

12 7. On May 3, 2022, Plaintiff Clarke filed a class action complaint in this Court,  
13 asserting claims for: (1) Unpaid overtime; (2) Unpaid meal period premiums; (3) Unpaid rest period  
14 premiums; (4) Unpaid minimum wages; (5) Final Wages not timely paid; (6) Wages not timely  
15 paid during employment; (7) Non-Compliant wage statement; (8) Failure to keep requisite records;  
16 (9) Unreimbursed Business Expenses; (10) Violation of Business & Professions Code §§17200, et.  
17 seq. On May 11, 2023, Plaintiff Bowie served the Labor and Workforce Development Agency  
18 ("LWDA") and Defendants with a PAGA notice. On May 16, 2023, Claimant Bowie served the  
19 LWDA with an amended PAGA notice. As part of the Settlement, on August 2, 2023, Plaintiff  
20 filed a First Amended Complaint naming Bowie as an additional Plaintiff and adding an eleventh  
21 cause of action for Violations of the Private Attorneys General Act at Labor Code Sections 2698,  
22 *et seq.* ("PAGA").

23 8. Plaintiffs seeks to represent a putative class of all individuals who are or previously  
24 were employed by Defendants in California and classified as non-exempt hourly employees during  
25 the Class Period. (Agreement at § 1.5.) The Class Period is the period from May 3, 2018 to  
26 September 16, 2023. (Agreement at § 1.12.) The Complaint generally alleges the causes of action  
27  
28

1 listed above. The Action seeks unpaid wages and premiums, statutory and PAGA penalties,  
2 attorneys' fees, and litigation costs.<sup>1</sup>

3 9. Prior to mediation, the Parties engaged in investigation and the exchange of  
4 documents and information in connection with the Action. As part of this process, Defendants  
5 provided a significant sample of time records and payroll records, Plaintiffs' personnel files and  
6 policies executed therein, applicable employee handbooks, as well as other documents and  
7 information, to Class Counsel to review and analyze. On July 6, 2023, the Parties participated in an  
8 all-day mediation presided over by Steve Serratore, a respected mediator of wage and hour class  
9 actions. After the presentation and recommendation of a mediator's proposal by Mr. Serratore, the  
10 Parties reached a settlement and thereafter executed a binding Memorandum of Understanding.  
11 Thereafter, the Parties documented the agreement in the form of a Settlement Agreement, which  
12 was signed by the Parties and is now presented to this Court for preliminary approval.

13 10. Although a resolution has been reached, Defendants deny that they have violated  
14 any applicable law, committed any wrong against Plaintiffs or any other current or former  
15 employee, or that they have otherwise damaged Plaintiffs or any other current or former employee  
16 in any way. Further, Defendants contend that class certification would be inappropriate for any  
17 reason other than settlement. Plaintiffs contend that Defendants violated California wage and hour  
18 laws. Plaintiffs further contend that the Action is appropriate for class certification on the basis that  
19 the Plaintiffs' claims meet the requirements for certification. Without admitting that class  
20 certification is proper, Defendants have stipulated that the above Class may be certified for  
21 settlement purposes only. The Parties agree that certification for settlement purposes is not an  
22 admission that certification would be proper if the class certification issues were litigated. Further,  
23 the Agreement is not admissible in this or any other proceeding as evidence that the Class could be  
24 certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and  
25 agree that the requirements for establishing class certification with respect to the Class are satisfied.

26  
27  
28 <sup>1</sup> Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the final approval papers.

1           11.     Class Counsel has conducted a thorough investigation into the facts of the action and  
2 diligently evaluated the Class Members' claims against Defendants. Prior to the mediation, counsel  
3 for Defendants provided Class Counsel with access to the necessary data and information to  
4 evaluate the claims by the Class. Class Counsel reviewed the production of documents and  
5 conducted an extensive review of a significant sample of time records and data with the assistance  
6 of an expert (Berger Consulting Group). Based on the foregoing and their own independent  
7 investigation, evaluation and experience, Class Counsel believe that the Settlement is fair,  
8 reasonable, and adequate and is in the best interest of the Class considering all known facts and  
9 circumstances, including the risk of significant delay, defenses asserted by Defendants, and  
10 potential appellate issues.

11     **Settlement Terms and Plan of Allocation**

12           12.     The Gross Settlement Amount to be paid by Defendants is One Million One Hundred  
13 and Fifty Thousand Dollars (\$1,150,000). The Gross Settlement Amount consists of the following  
14 elements: (1) the Individual Class Payments to Participating Class Members, (2) Class Counsel Fees  
15 Payment, (3) Class Counsel Litigation Expenses Payment, (4) Class Representative Payment to  
16 Plaintiffs, (5) PAGA Penalties, and (6) Administration Expenses Payment. (Agreement at § 1.23.)

17           13.     The Gross Settlement Amount does not include Defendants' share of employer  
18 payroll taxes, which Defendants shall pay to the Administrator separately. The Gross Settlement  
19 Amount shall be all-in with no reversion to Defendants. (Agreement at § 3.1.)

20           14.     After Final Approval and the Judgment becoming final (the "Effective Date"),  
21 Defendants will fund the Gross Settlement Amount in one lump sum payment within thirty (30)  
22 days (the "Funding Date"). (Agreement at § 4.3.) Within fourteen (14) days after the Funding Date,  
23 the Settlement Administrator will pay: all Individual Class Payments, all Individual PAGA  
24 Payments, the LWDA Payment, the Settlement Administration Fees, Attorneys' Fees and Litigation  
25 Costs, and the Class Representative Payment, all as determined by the Court at the Final Approval  
26 Hearing. (Agreement at § 4.4.)

27           15.     The Net Settlement Amount shall equal the amount available for Individual Class  
28 Payments after deducting the Court-approved amounts for the PAGA Penalties Payment, Class

1 Representative Service Award, Class Counsel Fees Payment and Class Counsel Litigation Expenses  
2 Payment, and the Administration Expenses Payment. (Agreement at § 1.28) The submission of a  
3 claim form is not required for a Participating Class Member to be paid an Individual Class Payment,  
4 including the PAGA Payment. (Agreement at § 3.1.) The Individual Class Payment will be  
5 calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all  
6 Participating Class Members during the Class Period and then multiplying that amount by the total  
7 number of workweeks worked by each Participating Class Member during the Class Period. The  
8 entire Net Settlement Amount shall be distributed. (Agreement at § 3.2.4.)

9 16. Class Members will have forty-five (45) days after the mailing of the Class Notice  
10 to exclude themselves or submit written objections. The deadlines will be extended an additional  
11 fourteen (14) calendar days for Class Members whose notice is re-mailed. (Agreement at § 7.5.1.)  
12 All Class Members who do not “opt out” will be deemed Participating Class Members and will be  
13 bound by the Settlement. The Notice will advise the Class Members of their right to object to the  
14 Settlement. (Agreement at § 1.11)

15 17. Prior to mailing the Class Notice to the Class, the Settlement Administrator will  
16 perform a search on the National Change of Address Database to update the Class Members’  
17 addresses. The Settlement Administrator will perform a skip-trace search and re-mail all Class  
18 Notices that are returned on or before the Response Deadline. (Agreement at § 1.10.) If an  
19 Individual Class Payment or Individual PAGA Payment check is not cashed within 180 days after  
20 the Settlement Administrator’s last mailing to the Participating Class Member, the funds from such  
21 uncashed check will be transmitted to St. Anne’s, as the cy pres, to be applied to its non-profit  
22 charitable purposes and promote justice for all Californians. Alternatively, if the Court does not  
23 approve the uncashed funds being paid to St. Anne’s as the cy pres, for its charitable purpose, the  
24 settlement administrator will transmit the uncashed funds to a cy pres beneficiary as agreed upon  
25 by the Parties, which to the extent possible, will be the Children’s Foundation of America, if  
26 approved by the Court, or the Children Advocacy Institute if the Children’s Foundation of America  
27 is not approved by the court. (Agreement at § 4.4.3.)  
28

1           18. The Parties have agreed to use Apex Class Action LLC as the Settlement  
2 Administrator. (Agreement at § 1.2.) Payment of the expenses of the Settlement Administrator from  
3 the Gross Settlement Amount shall be made for the expenses of effectuating and administering the  
4 Settlement. (Agreement at § 1.3.) The Settlement Administrator shall receive payment for services  
5 estimated at an amount not to exceed \$11,500. (Agreement at § 3.2.3.)

6           19. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
7 (a) Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently  
8 estimated to be \$383,333.33, and (b) Litigation Expenses of up to \$30,000. (Agreement at § 3.2.2.)  
9 In support of this request, Class Counsel will provide evidentiary support, including lodestar method  
10 calculations. Subject to Court approval, the Agreement provides for payment of a Class  
11 Representative Service Payment to each Plaintiff of no more than \$10,000.<sup>2</sup> (Agreement at § 3.2.1.)  
12 Defendants will not oppose a motion for approval of attorneys' fees, costs and a Class  
13 Representatives Service Payment consistent with the Agreement. (Agreement at §§ 3.2.1, 3.2.2.).

14           20. Subject to Court approval, \$60,000 will be paid for settlement of civil penalties under  
15 PAGA, Labor Code Section 2698 *et seq.* (Agreement at § 3.2.5.) Pursuant to the requirements of  
16 Labor Code §2699(i), the PAGA Payment shall be allocated \$45,000 (75%) to the LWDA (the  
17 "LWDA PAGA Payment") as the LWDA's share of the settlement of civil penalties and \$15,000  
18 (25%) will be paid to the Aggrieved Employees as Individual PAGA Payments. (Agreement at §  
19 3.2.5.)

20 **Risks of Continued Litigation and Standards for Approval**

21           21. This Settlement is the result of extensive and hard-fought litigation and negotiations  
22 before an experienced mediator. Defendants denied and continue to deny any wrongdoing or legal  
23 liability arising out of the conduct alleged in the Action. Plaintiffs and Class Counsel have  
24 determined that it is beneficial to the Class Members to put to rest the Released Class Claims.<sup>3</sup>  
25 Plaintiff and Class Counsel recognize the expense involved in continuing to litigate and ultimately

26 \_\_\_\_\_  
27 <sup>2</sup> Plaintiffs will address the reasonableness of this award when filing their final approval papers, including the  
enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App. 4th 1251 (2015) and *Clark v. Am.*  
*Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

28 <sup>3</sup> Released Class Claims is defined in the Settlement Agreement at §§ 1.40 and 5.2 and is limited to claims asserted in  
the Action.

1 trying the Action against Defendants through possible appeals, which could take several years.  
2 Class Counsel have also considered the uncertain outcome and risk of litigation, especially in  
3 complex actions such as the one here. Class Counsel are also mindful of, and recognize, the inherent  
4 problems of proof under, and asserted defenses to, the claims asserted in the Action. Based upon  
5 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement is in the best  
6 interest of the Class Members.

7       22. Here, several defenses asserted by Defendants presented serious threats to the claims  
8 of the Plaintiffs and the other Class Members. For instance, Defendants took the position that Wage  
9 Order 5 applied to the class members that would have significant implications with respect to  
10 overtime, meal and rest break claims. Defendants also asserted that the employment practices  
11 complied with all applicable Labor Laws. Specifically, Defendants argued that the Supreme Court  
12 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated,  
13 Plaintiff's claims on liability, value, and class certifiability as to the meal and rest period claims.  
14 Before and during the mediation, Defendants argued that they adopted and strictly enforced lawful  
15 policies and afforded Plaintiff and the Class Members compliant meal and rest breaks, and that  
16 employees like the Plaintiff *chose* not to take compliant breaks. Defendants argued, therefore, that  
17 under the *Brinker* decision they have no liability for the missed breaks whatsoever. Defendants  
18 additionally contend that the underlying merits of Plaintiffs' wage and hour claims are deficient  
19 because, among other reasons, there is insufficient evidence to prove that: (1) any of the underlying  
20 violations actually occurred, (2) any of the putative class members were entitled to expense  
21 reimbursement, (3) Defendants' wage statements fully complied with the law, and (4) Defendants  
22 compensated all putative class members for all the time they spent performing work for, or were  
23 under the control of, Defendants.

24       23. There was also a significant risk that, if the Action was not settled, Plaintiffs would  
25 be unable to obtain class certification and thereby not recover on behalf of any employee other than  
26 themselves. Defendants argued that the individual experience of each employee varied with respect  
27 to the alleged claims. While other cases have approved class certification of wage and hour claims,  
28 class certification in this action would have been hotly disputed and was not a foregone conclusion,

1 because, among other reasons, Defendants contend that: (1) Plaintiffs will not be able to identify  
2 sufficiently pervasive patterns and practices to justify class claims, (2) Defendants policies and  
3 procedures as set forth in their employee materials complied with all California laws, and (3)  
4 Plaintiffs themselves did not suffer all of the alleged violations for which they seek to be class  
5 representatives. Even if class certification was successful, as demonstrated by the California  
6 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are  
7 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

8         24. Finally, Plaintiffs' expert calculated that Defendants could be liable for PAGA  
9 penalties in an amount of \$2,168,300. However, Courts have considerable discretion to reduce the  
10 penalty award. Some trial courts have awarded no civil penalties, even when Labor Code violations  
11 are established. *See In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming an  
12 award of \$0 in PAGA penalties in a wage and hour class action). To recover any PAGA penalties,  
13 Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See  
14 *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, \*10 (C.D. Cal. 2011) Here,  
15 Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each pay  
16 period the employee worked. Again, Defendants raised several defenses that present serious threats  
17 to the claims of the Plaintiffs and the Aggrieved Employees. In all, Plaintiffs' PAGA liability  
18 exposure is hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates  
19 the risk of PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial,  
20 the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good  
21 faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such  
22 reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff prevailed at  
23 trial, and even then, the PAGA penalties were reduced by 90%.

24         25. Plaintiffs will apply to the Court for a Class Representative Service Payment in  
25 consideration for their services, and for the risks undertaken on behalf of the Class. Plaintiffs  
26 performed their duties admirably by working with Class Counsel. The Plaintiffs' requested payment  
27 of \$10,000 is well within the accepted range of awards for purposes of preliminary approval.  
28 Plaintiffs performed their duties admirably by working with Class Counsel. At this stage, the

1 requested Plaintiffs' service payment is well within the accepted range of awards for purposes of  
2 preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386  
3 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*  
4 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000  
5 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007  
6 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class  
7 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL  
8 4473183, \*7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in  
9 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, \*16-17 (N.D.Cal. 2007)  
10 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in  
11 enhancements). As explained in *Glass v. UBS Financial Services, Inc.*, service awards are routinely  
12 awarded to class representatives to compensate the employees for the time and effort expended on  
13 the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and  
14 to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at \*16-  
15 17.

16         26. The stage of the proceedings at which this Settlement was reached supports  
17 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted  
18 a thorough investigation into the facts of the class action, including before this action was filed.  
19 Prior to the mediation, Class Counsel performed significant review and analysis of Defendants'  
20 documents, time records and pay records via both formal and informal discovery. Class Counsel  
21 engaged in a thorough research and analysis of the relevant claims, data and law. Class Counsel are  
22 experienced with the claims at issue here, as Class Counsel previously litigated and settled similar  
23 claims in numerous other actions. Accordingly, the Settlement did not occur until Class Counsel  
24 possessed sufficient information to make an informed judgment regarding the likelihood of success  
25 on the merits and results that could be obtained through further litigation.

26         27. Based on the foregoing data and their own independent investigation and evaluation,  
27 Class Counsel is of the opinion that the settlement with Defendants for the terms set forth in the  
28 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all

1 known facts and circumstances, including the risk of significant delay, defenses asserted by  
2 Defendants, and numerous potential appellate issues. There can be no doubt that Counsel for both  
3 Parties possessed sufficient information to make an informed judgment regarding the likelihood of  
4 success on the merits and the results that could be obtained through further litigation.

5 **Class Certification Issues**

6 28. Plaintiffs contend that the proposed Settlement meets all the requirements for class  
7 certification under the California Code of Civil Procedure section 382 as demonstrated below, and  
8 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court  
9 should conditionally certify the Class for settlement purposes only, defined as follows:

10 The “Class” or “Class Members” includes:

11 **“All persons who are employed or have been employed by Defendants in California as**  
12 **hourly-paid or non-exempt employees at any time during the Class Period. (Agreement**  
13 **at § 1.4.)**

14 The Parties estimate that there are 60,000 workweeks worked by 855 Class Members.  
(Agreement at § 4.1.)

- 15 a. **Numerosity** – Here, the approximately 855 current and former employees that  
16 comprise the Class can be identified based on Defendants’ records and are  
17 sufficiently numerous for class certification.
- 18 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions  
19 of law and fact are present. Specifically: (i) whether Defendants failed to pay  
20 Class Members for all hours worked; (ii) whether Defendants failed to provide  
21 meal and rest periods to Class Members; (iii) whether Defendants failed to timely  
22 furnish accurate, itemized and legal wage statements; (iv) whether Defendants  
23 failed to reimburse employees for necessary business expenditures;(v) whether  
24 Defendants subjected Class Members to unfair business practices; (vi) whether  
25 Defendants are liable for attorneys’ fees and costs.
- 26 c. **Typicality** – In the instant case, Plaintiffs contend that the typicality requirement  
27 is fully satisfied. Plaintiffs, like every other member of the Class were employed  
28 by Defendants and are members of the Class. Plaintiffs were subject to the same

1 employment practices, meal and rest periods, and received similar wage  
2 statements. Thus, the claims of the Plaintiffs and the Class Members arise from  
3 the same course of conduct by the Defendants, involve the same employment  
4 policies, and are based on the same legal theories.

5 d. **Adequacy** – Plaintiffs contend that the Class Members are adequately  
6 represented because Plaintiffs and Class Counsel (a) do not have any conflicts of  
7 interest with other Class Members, and (b) will prosecute the case vigorously on  
8 behalf of the class. (*See Hanlon*, 150 F.3d at 1020.) Plaintiffs are well aware of  
9 their duties as representatives of the Class and have actively participated in the  
10 prosecution of this case to date. First, Plaintiffs effectively communicated with  
11 Class Counsel, provided documents to them and participated investigation and  
12 negotiations in the Action. Second, Plaintiffs retained competent counsel who  
13 are experienced in employment class actions. Third, there is no antagonism  
14 between the interests of the Plaintiffs and those of the Class. Both the Plaintiff  
15 and the Class Members seek monetary relief under the same set of facts and legal  
16 theories.

17 29. Class Counsel are experienced in prosecuting class action lawsuits and can  
18 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class  
19 litigation experience, handling a number of class action and complex commercial cases and have  
20 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel  
21 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits  
22 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as  
23 class counsel in over two hundred class action matters, including many wage and hour class actions.  
24 Class Counsel has been found to be adequate counsel by the courts throughout California. A true  
25 and correct copy of the resume of the firm comprising Class Counsel are attached hereto as **Exhibit**  
26 **#3** and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have been  
27 approved as experienced class counsel in both state and federal courts in California in contested  
28 class certification proceedings. Thus, the adequacy requirement is satisfied.

1           30.     The Class Notice, drafted jointly and agreed upon by the Parties through their  
2     respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit  
3     A to the Agreement.) The Class Notice will state that the Class Members shall have forty-five (45)  
4     days from the date that the Class Notice is mailed to them to request exclusion or to submit an  
5     objection. The Class Members will be given an opportunity to object to the terms of the Agreement  
6     and/or the request for attorneys' fees and costs and to participate at the final approval hearing. Class  
7     Members will be instructed to contact the Settlement Administrator and/or Class Counsel, not the  
8     Court. This notice program was designed to meaningfully reach the Class Members and advise them  
9     of all pertinent information concerning the Settlement. The mailing and distribution of the Class  
10    Notice satisfies the requirements of due process, is the best notice practicable under the  
11    circumstances, and constitutes due and sufficient notice to all persons entitled thereto. The Class  
12    Notice provides information on the terms and provisions of the Settlement; the benefits that the  
13    Settlement provides for Class Members; the date, time, and place of the final settlement approval  
14    hearing; and the procedure and deadline for submitting comments, objections, and requests for  
15    exclusion. The Class Notice complies with Rules of Court 3.766 and 3.769(f).

16    **Additional Issues**

17           31.     **Average Class Member Payment** – Should the Court approve the above  
18    distributions, the Net Settlement Amount is estimated to be \$645,166.70, which means that the  
19    average payment to a Class Members is approximately \$754.58.

20           32.     **Right to Reject Settlement** – The Settlement provides that Defendants can void the  
21    agreement if more than ten percent (10%) of the Class Members opt out.

22           33.     **National Change of Address** – The Settlement Administrator is required to perform  
23    a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service  
24    as non-deliverable, and re-mail the Class Notice Packet to the Class Member's new address under  
25    section 7.4.2 of the Class Action Settlement Agreement.

26           34.     **Information Received** – In this case, Plaintiffs received all of the information  
27    needed to evaluate the claims being settled. The following is a summary of the relevant documents  
28    received, reviewed and analyzed by Plaintiffs in order to evaluate the claims:

- a. Sample data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.
- b. Sample data showing time records including punch-in and punch-out times.
- c. Sample data showing pay records (paystubs).
- d. Sample data concerning recorded meal periods.
- e. Defendants' Employee Handbooks for the relevant time period, which outlined the wage and hour policies of Defendants.
- f. Employee file for each Plaintiff, including executed policies and job descriptions.
- g. Samples of wage statements provided by Defendants to employees.
- h. Sample payroll data.
- i. Hiring and termination forms used by Defendants for employees.
- j. **Sampling** - Prior to mediation, the Parties agreed to informally exchange documents and information. As part of this process, Defendants provided a 26% sample of time and payroll records, which Plaintiffs' statistician found to be sufficient to develop a meaningful damage model. Additionally, the 26% sample is statistically reliable, resulting in confidence level of 95% with a margin of error of 5.0%.

35. **Valuation of Damages** – For the Class, Plaintiffs estimate that Defendants potentially could be subject to maximum liability for damages in the amount of \$7,097,313 consisting of \$1,436,530 for unpaid wages, \$2,554,435 for rest periods, \$2,601,110 for meal periods, and \$505,238 for unreimbursed business expenses. In addition, Plaintiff's expert calculated \$2,436,877 in waiting time penalties and \$869,650 for wage statement penalties.<sup>4</sup> Consequently, Consequently, the Settlement of \$1,150,000 represents approximately 16% of the maximum labor

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<sup>4</sup> While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at \*9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements").)

code damages to the Class and 11% of the maximum labor code damages and waiting time and wage statement penalties, assuming these amounts could be proved at trial (excluding PAGA Penalties).

**a. Minimum and Overtime Wages** - The allegation of unpaid wages in this case, including minimum and overtime wages, is based on a theory that Defendant failed to pay for time associated with an in-valid Alternative Workweek Schedule, in addition to time in which employees were required to perform pre-shift and post-shift work-related activities, including but not limited to, discussing resident incidents with managers and completing other tasks such as taking out the trash. In addition, Defendants miscalculated the regular rate of pay for purposes of overtime as they failed to include certain non-discretionary bonuses and additional remuneration in the form of what appeared to be shift differential pay. According to the data received, the potential damages for unpaid overtime, off-the-clock, and regular rate of pay violations were estimated to be \$1,436,530.

**b. Meal and Rest Period Damages** – Meal and rest break premiums were calculated as 1 hour of wages for each violation. Although Plaintiffs initially calculated rest break violations at 100%, damages were thereafter modified to be in line with the 42.4% meal violation rate obtained from the sampling data Defendants provided. Plaintiffs calculated the potential maximum value of the meal and rest break damages to be \$2,554,435.40 for rest periods and \$2,601,110 for meal periods. The allegation of unpaid meal break and rest break premiums in this case is based on a theory that Class Members were unable to take a compliant meal and rest breaks on a consistent basis. Defendants presented significant defenses to this claim, as discussed in detail above including the Defendants position that Wage order 5 applied.

**c. Unreimbursed Business Expenses** – The unreimbursed business expenses claim in this case is based on a theory that Defendants failed to reimburse

1 Plaintiff and the Class Members for the use of their personal cell phones in  
2 order to receive and/or respond to work-related communications and to use  
3 a mobile application, “paycom” to clock in and out. Defendants asserted that  
4 the use of personal cell phones was not required in order to execute the Class  
5 Members’ job duties and that any incurred business expenses were fully  
6 reimbursed.

7 **d. Waiting Time and Wage Statement Penalties** – The California Supreme  
8 Court recently issued a decision in *Naranjo v. Spectrum Security Services,*  
9 *Inc.* (2022) 13 Cal.5th 93, in which the Court concluded that meal premiums  
10 are “wages,” thus entitling Plaintiff and Class Members to derivative waiting  
11 time and wage statement penalties for Defendant’s meal and rest period  
12 violations. Accordingly, Plaintiffs’ expert calculated \$2,436,877 in waiting  
13 time penalties and 869,650 for wage statement penalties. However, in order  
14 to recover Section 203 and 226 penalties, the violation must be intentional.  
15 Because the instant case relies largely on meal break and rest break  
16 violations, the Section 203 and 226 penalties were far from guaranteed.

17 **e. PAGA Penalties** PAGA penalty calculations are highly variable. Class  
18 Counsel is unaware of any PAGA judgment in which substantial PAGA  
19 penalties were awarded at the full statutory rate, rather, the PAGA judgments  
20 have typically decreased the amount of the per violation penalty to a fraction  
21 of the statutory amount. Without reducing or mitigating the PAGA penalties,  
22 Plaintiffs calculated that the potential PAGA penalties at the maximum rate  
23 of \$2,168,300. Though these PAGA penalty amounts were duplicative and  
24 were likely not awardable at the maximum rate, there is an additional basis  
25 for concluding that the settlement in this case is reasonable even with PAGA  
26 penalties in this amount. Specifically, PAGA penalties are not seriously  
27 valued by employers for purposes of settlement. This is true because PAGA  
28 penalty claims are routinely settled at a small fraction of the potential

1 penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los  
2 Angeles Superior Court case no. BC554512), recently approved a PAGA  
3 settlement of \$7.75 million for 1.5 million drivers where the maximum  
4 PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for  
5 0.005% of the PAGA liability. Notably, this was the largest PAGA  
6 settlement in the 15-year history of PAGA. So, while PAGA penalty figures  
7 may be inflated to significant numbers, realistic settlements of PAGA claims  
8 result in a settlement amount of less than 1% of the PAGA liability.

9 36. **Notice to LWDA.** On January 12, 2024, at the time this motion was submitted for  
10 filing, I submitted a copy of the fully executed settlement agreement to the LWDA through their  
11 online filing system, and received an email confirming the submission of the proposed settlement.  
12 (See Exhibit 4.)

13 I declare under penalty of perjury under the laws of the State of California that the foregoing  
14 is true and correct. Executed this 12<sup>th</sup> day of January 2024, at San Diego, California.

15  
16 **ZAKAY LAW GROUP, APLC**

17  
18 By: \_\_\_\_\_

19 Shani O. Zakay  
20 Attorney for Plaintiff  
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# **EXHIBIT 1**

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Britney Clarke and Dominique Bowie (“Plaintiffs”) and Defendants St. Anne’s Foundation and St. Anne’s Family Services f/k/a St Anne’s Maternity Home and erroneously sued as St. Annes Maternity Home (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al.*, Case Number 22STCV14674, initiated on May 3, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700 or ILYM, located at 14751 Plaza Dr. Suite J, Tustin, CA 92780; Tel (888) 250-6810, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” shall mean all persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the Class Period.
- 1.5. “Aggrieved Employee” means all persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the PAGA Period of July 18, 2022 to September 16, 2023 (“PAGA Period”).
- 1.6. “Attorneys’ Fees and Litigation Costs” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount not to exceed one-third (1/3) of the Gross Settlement Amount. The Attorneys’ Fees Payment shall be divided between Class Counsel as follows: 32.5% to JCL Law Firm, APC, and 32.5% to Zakay Law Group, APLC and 35% to Lawyers for Justice, PC.
- 1.7. “Class Counsel” means Jean Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay of Zakay Law Group, APLC and Edwin Aiwarzian, Esq. of Lawyers for Justice, PC.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession that Defendants will provide to the Administrator. To the extent available, the Class Data shall include the Class Member’s full name, last-known mailing address, Social Security number, start and end date of employment and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-Approved Notice of Class Action Settlement in a form substantively similar to Exhibit A, to be mailed to Class Members in English, with a Spanish translation.
- 1.12. “Class Period” means the period commencing May 3, 2018 and ending on September 16, 2023.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendants” means named Defendants St. Anne’s Foundation and St. Anne’s Family Services f/k/a St Anne’s Maternity Home and erroneously sued as St. Annes Maternity Home.
- 1.17. “Defense Counsel” means Kamran Mirrafati, Esq. and Laura Heyne, Esq. of Seyfarth Shaw LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred:
- (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to or appeals the Settlement, the expiration date of time for filing or noticing any appeal of the judgment; (b) if there is an appeal of the Court’s judgment approving the Settlement, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (c) if a petition for writ of certiorari is filed, the

date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.
- 1.23. “Gross Settlement Amount/Gross Settlement Sum/Maximum Settlement Sum” means One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Payments, and the Administrator’s Expenses.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of pay periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, Class Representative Payments, Attorneys’ Fees and Litigation Costs, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period between July 18, 2022 and September 16, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff Dominique Bowie’s May 11, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Payment” means Sixty Thousand Dollars and Zero Cents (\$60,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000.00) and the 75% to LWDA (\$45,000.00) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” mean Britney Clarke and Dominique Bowie, the named Plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of Class and PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released Parties” shall collectively mean Defendants and all of their respective current and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class

Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. “Workweek” means any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants. The workweeks will be calculated by the Settlement Administrator. Partial workweeks will be rounded up.

## **2. RECITALS.**

- 2.1. On May 3, 2022, Plaintiff Britney Clarke filed a Class Action Complaint against Defendants alleging ten (10) causes of action against Defendants for (1) Violation of California Labor Code §§510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code §226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code §204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code §226(a) (Non-compliant Wage Statements); (8) Violation of California Labor Code §1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§17200, et. seq. Plaintiff Britney Clarke’s complaint named four defendants: St Annes Maternity Home, St. Anne’s Maternity Home, St. Anne’s Foundation, St. Anne’s Family Services.
- 2.2. On May 11, 2023, Plaintiff Dominique Bowie filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendants.
- 2.3. On August 2, 2023, Plaintiffs Britney Clarke and Dominique Bowie filed a First Amended Class Action Complaint (“Operative Complaint”) against Defendants. The First Amended Complaint added Dominique Bowie as a named Plaintiff and added an eleventh (11<sup>th</sup>) cause of action for Violation of the Private Attorneys General Act [Labor Code §§2698, et seq.]. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Dominique Bowie gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.5. On July 6, 2023, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., a mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.

- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping records, and payroll records for the Class Members, Plaintiffs' W-2 records, paycode information, relevant employment policies including employee handbooks. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants agree to pay One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representative Payments to the Class Representatives of not more than \$10,000.00 each. Defendants will not oppose Plaintiffs' request for Class Representative Payments that do not exceed this amount. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiffs will seek Court approval for any Class Representative Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Payment.
- 3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Three Hundred Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$383,333.33) and Litigation Costs of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Attorneys' Fees and

Litigation Costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Attorneys' Fees and/or Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: The Administration Expenses Payment not to exceed Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00) except for a showing of good cause and as approved by the Court. Defendants will not oppose requests for these payments provided that do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$11,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period.
  - 3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (45%) and penalties(45%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment (\$15,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Workweeks, Aggrieved Employee PAGA Pay Periods and Escalator Provision. Based on a review of its records, Defendants estimated at the time of settlement that there were 855 Class Members who collectively worked a total of 60,000 Workweeks during the Class Period, and 351 Aggrieved Employees who worked a total of 4,719 PAGA Pay Periods., Defendants will provide to Plaintiffs the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein (i.e. more than 66,000 workweeks), then, at its option Defendants may elect to end the Class Period on the date on which the number of workweeks reached 66,000 workweek, or increase the Gross Settlement Amount in proportion to the increased percentage-for example, if such increase in workweeks is 15% over 60,000 workweeks, the Gross Settlement Amount will increase by 5%.
- 4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the court's approval of the settlement or exhaustion of any appeal, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Payment. Disbursement of the Attorneys' Fees and Litigation Costs and the Class Representative Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed after 180 days and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to St. Anne's, as the cy pres, to be applied to its non-profit charitable purposes and promote justice for all Californians. Alternatively, if the Court does not approve the uncashed funds being paid to St. Anne's, as the cy pres, for its charitable purpose, the settlement administrator will transmit the uncashed funds to a cy pres beneficiary as agreed upon by the Parties, which to the extent possible, will be the Children's Foundation of America if approved by the Court, or the Children Advocacy Institute if the Children's Foundation of America is not approved by the court .

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments

shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the Funding, Plaintiffs, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff Bowie's PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: Upon entry of the final judgment and funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that reasonably could have been raised based on the factual allegations made in the operative Complaint, and through the Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure

to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9) failure to indemnify or reimburse for expenditures or business expenses (10) claims brought under Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses arising from the Labor Code violations released herein; (11) penalties of any nature arising out of or related to the claims asserted in the respective Complaints filed in the Action, except for PAGA penalties, which are separately released by the Aggrieved Employees below; (12) interest; (13) attorneys' fees and costs; and (14) any other claims arising out of or related to the facts alleged in the respective Complaints filed in the Action and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period .

- 5.3 Release by Aggrieved Employees: Upon entry of the final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff and/or Dominique Bowie's PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Defendants' Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or

potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days after the full execution of this Agreement, or as directed by the Court; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that

meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt

of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

Any funds allocated to Class Members who opted out will be added to the Net Settlement Amount for distribution to the Participating Class Members

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five

(45) after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. All workweek disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

#### 7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Attorneys' Fees and Litigation Costs and Class Representative Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email

address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The workweeks will be calculated by the Settlement Administrator. Partial workweeks will be rounded up. Defendants’ workweek data will be presumed correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek disputes will be resolved by the Settlement Administrator. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge. The amount to be paid per workweek to eligible Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of workweeks for all Class Members; any person who opts out of the Settlement is not a Class Member.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,

attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES** Based on its records, Defendants estimated that, as of the date of the settlement reached by the parties, (1) there were 855 Class Members that worked a total of 60,000 workweeks during the Class Period and (2) there were 351 Aggrieved Employees who worked 4,719 Pay Periods during the PAGA Period. Defendants will confirm the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein (i.e. more than 66,000 workweeks), then, at its option Defendants may elect to end the Class Period on the date on which the number of workweeks reached 66,000 workweek, or increase the Gross Settlement Amount in proportion to the increased percentage-for example, if such increase in workweeks is 15% over 60,000 workweeks, the Gross Settlement Amount will increase by 5%.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days within learning this information; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the

Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Payment, Attorneys' Fees and Litigation Costs and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Plaintiffs' counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media. The Parties and their Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any Party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of settlement has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendants from making any required disclosure.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was

resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties will work together expeditiously to obtain preliminary and final approval of this settlement.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any

Party on the basis that the Party was the drafter or participated in the drafting.

- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

**JCL LAW FIRM, APC**  
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**LAWYERS FOR JUSTICE**

410 Arden Ave. #203

Glendale, CA 91203

T: 818-619-2080

F: 818-265-1021

To Defendants:

**SEYFARTH SHAW LLP**

2029 Century Park East Suite 3500

Los Angeles, California 90067-3021

T: 213-270-9600

F: 213-270-9601

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: 1/11/2024, 2024

  
\_\_\_\_\_  
Britney Clarke (Jan 11, 2024 22:18 PST)

Plaintiff Britney Clarke

Dated: 1/12/24, 2024

  
\_\_\_\_\_  
Dominique Bowie (Jan 12, 2024 08:58 PST)

Plaintiff Dominique Bowie

Dated: January 12, 2024



\_\_\_\_\_  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiffs

Dated: January 12, 2024



\_\_\_\_\_  
Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiffs

Dated: January 12, 2024



\_\_\_\_\_  
Vartan Madoyan  
Lawyers for Justice  
Attorney for Plaintiffs

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_

For Defendants St. Anne's Foundation and St. Anne's  
Family Services f/k/a St Anne's Maternity Home and  
erroneously sued as St. Annes Maternity Home

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Plaintiff Britney Clarke

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Plaintiff Dominique Bowie

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Vartan Madoyan  
Lawyers for Justice  
Attorney for Plaintiffs

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: <sup>1/12/2024</sup>\_\_\_\_\_, 2024

*Lorna Little*  
\_\_\_\_\_

For Defendants St. Anne's Foundation and St. Anne's  
Family Services f/k/a St Anne's Maternity Home and  
erroneously sued as St. Annes Maternity Home



Dated: \_January 12, 2024

Kamran Mirrafati  
Laura Heyne  
Seyfarth Shaw LLP  
Attorneys for Defendants

## **Exhibit A**

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

*Britney Clarke, et al v. St Annes Maternity Home, et al., Case Number 22STCV14674*

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against DEFENDANTS ST. ANNE’S FOUNDATION AND ST. ANNE’S FAMILY SERVICES F/K/A ST ANNE’S MATERNITY HOME AND ERRONEOUSLY SUED AS ST. ANNES MATERNITY HOME (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Britney Clarke and Dominique Bowie (“Plaintiffs”) and seek payment of (1) back wages and other relief for a class of individuals who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees (“Class Members”) at any time during the Class Period (May 3, 2018, and ending on September 16, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the PAGA Period (July 18, 2022, and ending on September 16, 2023) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendants’ records showing that **you worked XX workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

#### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.</p>                                                                                                                         |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                          |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p>                            | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p> |

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former employees of Defendants. The Action alleges that Defendants violated California labor laws by failing to pay minimum wages, including straight time, overtime and double time wages; failing to provide legally compliant meal and rest periods and paying applicable premiums; failing to pay wages due during employment and upon termination; failure to maintain requisite payroll records; failure to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements and claims brought under the Business & Professions Code section 17200 et seq.. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

The JCL Law Firm, APC, the Zakay Law Group, APLC and Lawyers for Justice, PC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Gross Settlement Amount. Defendants Will Pay \$1,150,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payment, Class Counsel’s attorney’s fees

and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$383,333.33 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 each to the Class Representatives as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than each Plaintiffs' respective Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$11,500.00 to the Administrator for services administering the Settlement.
  - D. Up to \$60,000.00 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") 45% all unpaid penalties for which IRS Forms 1099-MISC will issue and 45% interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving

you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the assigned Cy Pres.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC, (the Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA

Payment based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release: all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that reasonably could have been raised based on the factual allegations made in the operative Complaint and through the Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9) failure to indemnify or reimburse for expenditures or business expenses (10) claims brought under Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses arising from the Labor Code violations released herein; (11) penalties of any nature arising out of or related to the respective Complaints filed in the Action, except for PAGA penalties, which are separately released hereinbelow; (12) interest; (13) attorneys' fees and costs; and (14) any other claims arising out of or related to the respective Complaints filed in the Action and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff Britney Clarke and/or Dominique Bowie's PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

#### **5. HOW WILL I GET PAID?**

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al., Case Number 22STCV1467*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al., Case Number 22STCV1467* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at XX:XX

am/pm in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.\\_\\_\\_\\_\\_.com](http://www._____.com) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's, website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.sescourt.org/search>) and entering the Case Number for the Action, Case No. 22STCV14674. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

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

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapyade@jcl-lawfirm.com](mailto:jlapyade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

**LAWYERS FOR JUSTICE**  
410 Arden Ave. #203  
Glendale, CA 91203  
T: 818-619-2080  
F: 818-265-1021

vartan@calljustice.com

Settlement Administrator:

**Apex Class Action LLC**

20371 Irvine Avenue, Newport Beach, CA 92660;

Tel: (800) 355-0700

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

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

# **EXHIBIT 2**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Britney Clarke and Dominique Bowie (“Plaintiffs”) and Defendants St. Anne’s Foundation and St. Anne’s Family Services f/k/a St Annes Maternity Home and erroneously sued as St. Anne’s Maternity HomeSt Annes Maternity Home, St. Anne’s Maternity Home, St. Anne’s Foundation and St. Anne’s Family Services (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al., Case Number 22STCV14674, initiated on May 3, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700 or ILYM, located at 14751 Plaza Dr. Suite J, Tustin, CA 92780; Tel (888) 250-6810, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” shall mean all persons who are employed or have been employed by St. Anne’s in California as hourly-paid or non-exempt employees at any time during the Class Period.
- 1.5. “Aggrieved Employee” means all persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the timePAGA Period of period from July 18, 2022 to September 16, 2023 (“PAGA Period”).
- 1.6. “Attorneys’ Fees and Litigation Costs” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount not to exceed one-third (1/3) of the Gross Settlement Amount. The Attorneys’ Fees Payment shall be

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divided between Class Counsel as follows: 32.5% to JCL Law Firm, APC, and 32.5% to Zakay Law Group, APLC and 35% to Lawyers for Justice, PC.

1.3.1.7. "Class Counsel" means Jean Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay of Zakay Law Group, APLC and Edwin Aiwasian, Esq. of Lawyers for Justice, PC.

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1.4. "Class" shall mean all persons who are employed or have been employed by St. Anne's in California as hourly-paid or non-exempt employees at any time during the time period from May 3, 2018 to September 16, 2023.

1.4.1.8. "Class Data" means Class Member identifying information in Defendants' possession that Defendants will provide to the Administrator. To the extent available, the Class Data shall include the Class Member's full name, last-known mailing address, Social Security number, last known telephone number, start and end date of employment and number of Class Period Workweeks and PAGA Pay Periods.

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1.5.1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

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1.6.1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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1.7.1.11. "Class Notice" means the Court-Approved Notice of Class Action Settlement in a form substantively similar to Exhibit A, to be mailed to Class Members in English, [with a Spanish translation], informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/payment, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

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1.8.1.12. "Class Period" means the period commencing May 3, 2018 and ending on September 16, 2023.

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1.9.1.13. "Class Representatives" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

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1.10.1.14. "Class Representative Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

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1-11.1.15. "Court" means the Superior Court of California, County of Los Angeles.

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1-12.1.16. "Defendants" means named Defendants St Annes Maternity Home, St. Anne's Maternity Home, St. Anne's Foundation, -and St. Anne's Family Services.

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1-13.1.17. "Defense Counsel" means Kamran Mirrafati, Esq. and Laura Heyne, Esq. of Seyfarth Shaw LLP.

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1-14.1.18. "Effective Date" means the date by when both of the following have occurred:

(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to or appeals the Settlement, the expiration date of time for filing or noticing any appeal of the judgment; (b) if there is an appeal of the Court's judgment approving the Settlement, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (c) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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1-15.1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

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1-16.1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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1-17.1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

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1-18.1.22. "Funding Date" means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.

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1-19.1.23. "Gross Settlement Amount/Gross Settlement Sum/Maximum Settlement Sum" means One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Payments, and the Administrator's Expenses.

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1-20.1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid

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request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.

1.21.1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of pay periods worked during the PAGA Period.

1.22.1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.23.1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.24.1.28. “LWDA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.25.1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, Class Representative Payments, Attorneys’ Fees and Litigation Costs, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.26.1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.27.1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.28.1.32. “PAGA Period” means the period between July 18, 2022, and September 16, 2023.

1.29.1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.30.1.34. “PAGA Notice” means Plaintiff Dominique Bowie’s May 11, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.31.1.35. “PAGA Payment” means Sixty Thousand Dollars and Zero Cents (\$60,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000.00) and the 75% to LWDA (\$45,000.00) in settlement of PAGA claims.

1.32.1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.33.1.37. “Plaintiffs” means Britney Clarke and Dominique Bowie, the named Plaintiffs in the Action.

1.34.1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval

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of the Settlement.

~~1.35.1.39.~~ "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of Class and PAGA Settlement.

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~~1.36.1.40.~~ "Released Class Claims" means the claims being released as described in Paragraph 5.2 below. upon entry of the final judgment and funding of the Gross Settlement Amount, the claims to be released by the Settlement Class include all claims that reasonably could have been raised based on the factual allegations made in the operative Complaint, discussed at mediation, and through the Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off the clock work, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9) failure to indemnify or reimburse for expenditures or business expenses (10) claims brought under Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses; (11) penalties of any nature; (12) interest; (13) attorneys' fees and costs; and (14) any other claims arising out of or related to the respective Complaints filed in the Action through preliminary approval of the Settlement and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

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~~1.37.1.41.~~ "Released PAGA Claims" means the claims being released as described in Paragraph 5.32 below. upon entry of the final judgment and funding of the Gross Settlement Amount, the Aggrieved Employees shall release and forever discharge Defendants of all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff Britney Clarke and/or Dominique Bowie's PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

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~~1.38.1.42.~~ "Released Parties" shall collectively mean Defendants and all of their respective current and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

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~~1.39.1.43.~~ "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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~~1.40;~~1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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~~1.42;~~1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

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~~1.42;~~1.46. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period, any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendants. The workweeks will be calculated by the Settlement Administrator. Partial workweeks will be rounded up.

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## 2. RECITALS.

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2.1. On May 3, 2022, Plaintiff Britney Clarke filed a Class Action Complaint against Defendants alleging ten (10) causes of action against Defendants for (1) Violation of California Labor Code §§510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code §226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code §204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code §226(a) (Non-compliant Wage Statements); (8) Violation of California Labor Code §1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§17200, et. seq. Plaintiff Britney Clarke's complaint named four defendants: St Annes Maternity Home, St. Anne's Maternity Home, St. Anne's Foundation, St. Anne's Family Services.

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2.2. On May 11, 2023, Plaintiff Dominique Bowie filed a Notice of Violations with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendants.

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~~2.1;~~2.3. On August 2, 2023, Plaintiffs Britney Clarke and Dominique Bowie filed a First Amended Class Action Complaint ("Operative Complaint") against Defendants. The First Amended Complaint added Dominique Bowie as a named Plaintiff and added an eleventh (11<sup>th</sup>) cause of action for Violation of the Private Attorneys General Act [Labor Code §§2698, et seq.]. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

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2.2.2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Dominique Bowie gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3.2.5. On July 6, 2023, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., a mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.

2.4.2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping records, and payroll records for the Class Members, Plaintiffs' W-2 records, paycode information, relevant employment policies including employee handbooks. Plaintiff-s' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5.2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants agree to pay One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representative Payments to the Class Representatives of not more than \$10,000.00 each. Defendants will not oppose Plaintiff-s' request for a Class Representative Payments that does not exceed this amount. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiffs will seek Court approval for any Class Representative Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payment

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using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Payment.

- 3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Three Hundred Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and Zero Thirty-Three Cents (\$383,333.33) and a Litigation Costs of up to Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00).

Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Attorneys' Fees and Litigation Costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Attorneys' Fees and/or Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

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- 3.2.3. To the Administrator: The Administration Expenses Payment not to exceed Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00) except for a showing of good cause and as approved by the Court. Defendants will not oppose requests for these payments provided that do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$11,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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- 3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (45%) and penalties (45%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

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3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

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3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment (\$7,500015,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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#### 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks, ~~and~~ Aggrieved Employee PAGA Pay Periods and Escalator Provision. Based on a review of its records, ~~to date,~~ Defendants ~~estimate~~ estimated at the time of settlement that there ~~are were~~ 855 Class Members who collectively worked a total of 60,000 Workweeks during the Class Period, and ~~XX~~ 351 Aggrieved Employees who worked a total of ~~XX~~ 4,719 PAGA Pay Periods. ~~One week prior to Plaintiffs' deadline to file their motion for preliminary approval, Defendants will provide to Plaintiffs a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein (i.e. more than 66,000 workweeks), then, at its option Defendants may elect to end the Class Period on the date on which the number of workweeks reached 66,000 workweek, or increase the Gross Settlement Amount in proportion to the increased percentage-for example, if such increase in workweeks is 15% over 60,000 workweeks, the Gross Settlement Amount will increase by 5%.~~

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4.1.

4.2. Class Data. Not later than ~~[e.g., 15]~~ fifteen ~~twenty-one (4521) days~~ after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel

spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the court's approval of the settlement or exhaustion of any appeal, whichever is later.

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- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Payment. Disbursement of the Attorneys' Fees and Litigation Costs and the Class Representative Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address

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Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed after 180 days and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to St. Anne's, as the cy pres, to be applied to its non-profit charitable purposes and promote justice for all Californians.- Alternatively, if the Court does not approve the uncashed funds being paid to St. Anne's, as the cy pres, for its charitable purpose, the settlement administrator will transmit the uncashed funds to a cy pres beneficiary as agreed upon by the Parties, which to the extent possible, will be the Children's Foundation of America if approved by the Court, or the Children Advocacy Institute if the Children's Foundation of America is not approved by the court.

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- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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**5. RELEASES OF CLAIMS.** Effective on the Funding, Plaintiffs, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff Bowie's PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2 Release by Participating Class Members: Upon entry of the final judgment and funding of the Gross Settlement Amount, All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from- all claims that reasonably could have been raised based on the factual allegations made in the operative Complaint, discussed at mediation, and through the Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to apay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9) failure to indemnify or reimburse for expenditures or business expenses (10) claims brought under Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses arising from the Labor Code violations released herein; (11) penalties of any nature arising out of or related to the claims asserted in the respective Complaints filed in the Action, except for PAGA penalties, wherewhich are separately released by the Aggrieved Employees below; (12) interest; (13) attorneys' fees and costs; and (14) any other claims arising out of or related to the facts alleged in the respective Complaints filed in the Action through preliminary approval of the Settlement and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.
- 5.3 Release by Aggrieved Employees: Upon entry of the final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff and/or Dominique Bowie's PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226.0226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

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

- 6.1 Defendants’ Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days after the full execution of this Agreement, or as directed by the Court; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

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

- 7.4.3 Not later than three (3) {3} business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise

susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

~~7.5.5—Any funds allocated to Class Members who opted out will be added to the Net Settlement Amount for distribution to the Participating Class Members.~~

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. All workweek disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action\*

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components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys' Fees and Litigation Costs and/or Class Representative Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) ~~{5}~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for

Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The workweeks will be calculated by the Settlement Administrator. Partial workweeks will be rounded up. Defendants’ workweek data will be presumed correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek disputes will be resolved by the Settlement Administrator. —The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge. The amount to be paid per workweek to eligible Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of workweeks for all Class Members; any person who opts out of the Settlement is not a Class Member.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) [14] days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES ~~and ESCALATOR CLAUSE~~** Based on its records, Defendants estimateds that, as of the date of ~~this Settlement Agreement~~the settlement reached by the parties, (1) there ~~were~~are ~~XX~~855 Class Members ~~and that worked a total of 13,781~~60,000 ~~workweeks~~Total Workweeks during the Class Period and (2) there were ~~XX~~351 Aggrieved Employees who worked ~~4,719~~XX Pay Periods during the PAGA Period. ~~Defendants will confirm provide documentation confirming a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein (i.e. more than 66,000 workweeks), then, at its option Defendants may elect to end the Class Period on the date on which the number of workweeks reached 66,000 workweek, or increase the Gross Settlement Amount in proportion to the increased percentage-for example, if such increase in workweeks is 15% over 60,000 workweeks, the Gross Settlement Amount will increase by 5%.~~
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) [7] days within learning this information; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) [7] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) [5] days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Payment, Attorneys' Fees and Litigation Costs and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,

Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Plaintiffs' counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media. The Parties and their Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any Party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of settlement has been filed and only by confirming the accurate terms of the Settlement.- Nothing in this provision shall prevent Defendants from making any required disclosure.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties will work together expeditiously to obtain preliminary and final approval of this settlement.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to

provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapyade@jcl-lawfirm.com](mailto:jlapyade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

**LAWYERS FOR JUSTICE**  
[410 Arden Ave. #203](#)  
[Glendale, CA 91203](#)  
[T: 818-619-2080](#)  
[F: 818-265-1021](#)

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To Defendants:

**SEYFARTH SHAW LLP**  
2029 Century Park East Suite 3500  
Los Angeles, California 90067-3021  
T: 213-270-9600  
F: 213-270-9601

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: \_\_\_\_\_, 2024~~32~~  
Plaintiff Britney Clarke

Dated: \_\_\_\_\_, 20243  
Plaintiff Dominique Bowie

Dated: \_\_\_\_\_, 2024~~32~~  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_, 2024~~32~~  
Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_, 20243  
Edwin Aiwazian  
Lawyers for Justice  
Attorney for Plaintiffs

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: \_\_\_\_\_, 2024~~23~~

For Defendants  
St. Anne's Foundation and St. Anne's Family Services f/k/a St  
Annes Maternity Home and erroneously sued as St. Anne's  
Maternity Home~~ST ANNES MATERNITY HOME; ST.~~  
~~ANNE'S MATERNITY HOME; ST. ANNE'S~~  
~~FOUNDATION; AND ST ANNE'S FAMILY~~

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**SERVICES**

Dated: \_\_\_\_\_, 2024<sup>32</sup>

\_\_\_\_\_  
Jasmine Shams  
Lewis Brisbois Kamran Mirrafati  
Laura Heyene  
Seyfarth Shaw LLP  
Attorneys for Defendants

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## **Exhibit A**

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

*Britney Clarke, et al v. St Annes Maternity Home, et al., Case Number 22STCV14674*

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

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against ~~ST. ANNE'S FOUNDATION AND ST. ANNE'S FAMILY SERVICES F/K/A ST ANNES MATERNITY HOME AND ERRONEOUSLY SUED AS ST. ANNE'S MATERNITY HOME~~~~ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME, ST. ANNE'S FOUNDATION AND ST. ANNE'S FAMILY SERVICES~~ ("Defendants") for alleged wage and hour violations. The Action was filed by former employees, Britney Clarke and Dominique Bowie ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of individuals who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees ("Class Members") at any time during the Class Period (May 3, 2018, and ending on September 16, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the PAGA Period (July 18, 2022, and ending on September 16, 2023) ("Aggrieved Employees").

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

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

The above estimates are based on Defendants' records showing that **you worked XX workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants

to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

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

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

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.</p>                                                                                                                         |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                          |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p>                            | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p> |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs ~~is~~ are ~~a former~~ employees of Defendants. The Action ~~accuses-alleges that~~ Defendants of violating California labor laws by failing to pay minimum wages, including straight time, overtime and double time wages; failing to provide legally compliant meal and rest periods and paying applicable premiums; failing to pay wages due during employment and upon termination; failure to maintain requisite payroll records; failure to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements and claims brought under the Business & Professions Code section 17200 et seq.. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

The JCL Law Firm, APC, the Zakay Law Group, APLC and Lawyers for Justice, PC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Gross Settlement Amount. Defendants Will Pay \$1,150,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”)-. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments,

Individual PAGA Payments, Class Representative Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than ~~thirty (30)~~ thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$383,333.33 (One-third % of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$230,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 each to the Class Representatives as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than each Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$1,500,005,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$60,000.00 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") 45% all unpaid penalties for which IRS Forms 1099-MISC will issue and 45% interest-and ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather

than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the assigned Cy Pres.

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- 5.6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than MONTH XX, 202X, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by MONTH XX, 202X, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

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You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- 6.7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

- 7.8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC/HLYM Group, Inc., (the Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- 8.9. Participating Class Members' Release. After the Judgment is final and Defendants have

fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA Payment based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release: all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that reasonably could have been raised based on the factual allegations made in the operative Complaint, discussed at mediation, and through the Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9) failure to indemnify or reimburse for expenditures or business expenses (10) claims brought under Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses arising from the Labor Code violations released herein; (11) penalties of any nature arising out of or related to the respective Complaints filed in the Action, except for PAGA penalties, which are separately released hereinbelow; (12) interest; (13) attorneys' fees and costs; and (14) any otherh claims arising out of or related to the respective Complaints filed in the Action through preliminary approval of the Settlement and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff Britney Clarke and/or Dominique Bowie's PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 0226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until MONTH XX, 202X to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

#### **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al., Case Number 22STCV1467*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

#### **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least ~~twenty-eight~~sixteen (28~~16~~) days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs ~~is~~are requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Britney Clarke and Dominique Bowie v. St Annes Maternity Home, et al., Case Number 22STCV1467* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact

information.

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

#### 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at **XX:XX am/pm** in Department **17** of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.\\_\\_\\_\\_\\_.com](http://www._____.com) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

#### 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to **Apex Class Action LLC's/ ILYM - Group, Inc's.** website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.sccourt.org/search>) and entering the Case Number for the Action, Case No. **22STCV14674**. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

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

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

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**LAWYERS FOR JUSTICE**  
[410 Arden Ave. #203](#)  
[Glendale, CA 91203](#)  
[T: 818-619-2080](#)  
[F: 818-265-1021](#)  
[edwin@calljustice.com](mailto:edwin@calljustice.com)

Settlement Administrator:

**Apex Class Action LLC**  
20371 Irvine Avenue, Newport Beach, CA 92660;  
Tel: (800) 355-0700

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**ILYM Group, Inc.**  
[14751 Plaza Dr Suite J](#)  
[Tustin, CA 92780](#)  
[Tel: \(888\) 250-6810](tel:(888)250-6810)

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## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

## 11. WHAT IF I CHANGE MY ADDRESS?

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

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# **EXHIBIT 3**

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

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**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 \$200 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.

**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

EXAMPLES OF THE JCL LAW FIRM'S  
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 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.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 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.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 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.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 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.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *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. Stemak 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. 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);

# **EXHIBIT 4**