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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ISAIAH D. HUGHES, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ASIAN AND PACIFIC ISLANDER
WELLNESS CENTER, INC. (dba SAN
FRANCISCO COMMUNITY HEALTH
CENTER), a California corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. CGC-22-599270

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

Date: November 2, 2023

Time: 9:30 a.m.

Judge: Hon. Anne-Christine Massullo

Dept.: 610

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff ISAIAH D. HUGHES (hereafter "Plaintiff") in this wage and hour class action filed against
6 ASIAN AND PACIFIC ISLANDER WELLNESS CENTER, INC. (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
8 Approval of Class and PAGA Action Settlement.

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
11 Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement"). Attached as
12 **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

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

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
18 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

19 **II. INTRODUCTION**

20 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
21 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
22 The Settlement confers substantial benefits to the Participating Class Members. The relief offered by
23 the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs
24 pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class
25 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class
26 certification being denied or of Defendant prevailing at trial. At the time of mediation, there were
27 approximately 124 Class Members. The entire Net Settlement Amount will be paid to all Class
28

Members who do not opt out of the Settlement resulting in an average Individual Class Payment of **\$928.76**.

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Class Payment to the Participating Class Members meets awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendant is in the business of providing health care services in San Francisco County, where Plaintiff worked from June of 2017 to June of 2021 as a non-exempt employee.

9. Generally, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods, maintained an unlawful rounding practice, and failed to pay for all hours worked. Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, and Defendant has maintained that it has compensated employees for all hours worked.

10. On February 14, 2022, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* ("PAGA").

11. On April 21, 2022, Plaintiff filed a PAGA and class action complaint in the San Francisco County Superior Court, Case No. CGC-22-599270 ("Action"). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2) Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide

1 Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage
2 Order; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code §226;
3 (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure
4 to Reimburse Employees for Required Expenses in violation of Cal. Lab. Code §2802; and (9) Violation
5 of the Private Attorneys General Act [Labor Code §§ 2698, *et. seq.* (“PAGA”).

6 12. The Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to
7 informally exchange documents and data points subject to the mediation privilege, including but not
8 limited to a sampling of the Class Members’ time data and payroll data points. As discussed *infra*,
9 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
10 Defendant’s time and payroll data.

11 13. On February 2, 2023, the Parties participated in a full day mediation with highly regarded
12 wage and hour PAGA and class action mediator Steven J. Rottman, Esq. The mediation concluded
13 with a settlement which was subsequently memorialized in the form of a Memorandum of
14 Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which
15 is the subject of the instant motion.

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

17 14. Months before filing the Action, Class Counsel began its pre-filing investigation into
18 Plaintiff’s complaints. Class Counsel’s investigation started with lengthy interviews with Plaintiff. As
19 part of the interview process, Plaintiff produced documents related to his employment, including his
20 wage statements. At the conclusion of Plaintiff’s interviews, Class Counsel determined that Plaintiff’s
21 complaints justified further inquiry.

22 15. Class Counsel subsequently requested Plaintiff’s employee file from Defendant. In
23 response, Defendant produced hundreds of pages of documents, including but not limited, copies of
24 Plaintiff’s hiring documents and payroll and time records. Class Counsel reviewed and analyzed the
25 documents and determined the documents appeared to substantiate Plaintiff’s claim that Defendant
26 failed to, among other things, pay for all hours worked, and failed to provide compliant meal and rest
27 periods.

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1 16. To prepare for mediation, Defendant produced the time and payroll records for 20% of
2 the Class Members, aggregate time and pay data for the Class Period, and copies of applicable
3 handbooks, policies, and agreements. In total, Class Counsel reviewed hundreds of pages of documents
4 and various spreadsheets containing time and payroll data for Plaintiff and Class Members.

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

10 18. BCG analyzed Defendant's time and payroll data to assist in the development of various
11 damages models. Among other things, BCG determined the approximate amount of unpaid wages,
12 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
13 average number of hours worked per week. BCG was unable to estimate the number of missed, late,
14 or truncated meal periods, as Defendant did not maintain records that reflected the start and stop times
15 of Class Members' meal periods.

16 19. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
17 determining Plaintiff's suitability as a putative class representative through interviews, background
18 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;
19 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
20 and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing
21 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
22 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
23 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
24 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
25 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
26 independent assessment of the reasonableness of the terms to which the Parties have agreed.

27 20. Class Counsel only agreed to enter the Settlement following this thorough investigation
28 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and

1 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
2 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
3 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
4 fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

5 **C. The Parties Settled at Mediation**

6 21. On February 2, 2023, the Parties conducted a full day of mediation with Steve Rottman,
7 Esq. Mediator Rottman helped manage the Parties' expectations and provided a useful, neutral analysis
8 of the issues and risks to both sides. The Parties made substantial progress with Mediator Rottman's
9 assistance. Namely, the Parties exchanged information regarding their respective claims and defenses,
10 including their respective evaluation of the damages.

11 22. The mediation concluded with a settlement, which was subsequently memorialized in the
12 form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement are
13 now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate,
14 and reasonable compromise of the claims at issue.

15 **IV. ARGUMENT**

16 **A. The Court Should Preliminarily Approve the Settlement**

17 23. The Parties participated in mediation the highly respected mediator Steve Rottman, Esq.
18 Mediator Rottman managed the Parties' expectations and provided a useful, neutral analysis of the
19 issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL),
20 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably
21 against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d
22 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
23 proceedings were free of collusion and undue pressure.")) After a full day of mediated negotiations,
24 the mediation concluded with a settlement.

25 24. The Parties then engaged in negotiations regarding the written terms of the class action
26 settlement. The Agreement is the final product of the mediated negotiations. Objectively, the Settlement
27 terms are fair, adequate and represent a reasonable compromise of the claims at issue.

28 ///

1 25. As set forth in greater detail above, Class Counsel conducted a very thorough
2 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
3 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
4 Although no two cases are identical, this research provided Class Counsel with a marker to inform
5 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
6 Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense
7 counsel in settlement discussions that culminated in the proposed settlement now before the Court.

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

14 27. The Gross Settlement Amount of \$250,000.00 is fair and reasonable considering the
15 nature and magnitude of the claims being settled and the various potential impediments to recovery.
16 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
17 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
18 various models were informed by Class Counsel's investigation, including the analysis of a significant
19 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
20 (excluding PAGA Penalties) ranged between \$1,134,226 ("Realistic Damages") and \$1,649,590
21 ("Maximum Damages Plus Derivative Statutory Penalties") if successful at trial. This range reflects
22 the uncertainty regarding several of the claims. Thus, the Gross Settlement Amount represents a
23 recovery of between 22% ("Realistic Damages") and 15% ("Maximum Damages Plus Derivative
24 Penalties") of Defendant's class-wide exposure – well within the recognized range of reasonableness.
25 The following summarizes Defendant's liability exposure.

26 28. Plaintiff's primary claim in this Action alleges that Defendant failed to provide compliant
27 meal periods. Specifically, Plaintiff alleges that throughout the Class Period, Defendant merely
28 maintained the records of the ***length of Plaintiff's and Class Members' daily shifts*** (e.g., 8 hours), but

1 failed to maintain time records of when meal periods were taken, the length of meal periods, and
2 whether they were even taken. Defendant's inadequate timekeeping practices have rendered Plaintiff's
3 expert's ability to analyze Defendant's exposure for this claim difficult, if not near impossible. Based
4 on the records provided, Class Members' time records include no indication that Defendant provided
5 any meal periods to Class Members. Defendant maintains that the time records account for 30-minute
6 compliant breaks. Even if true, however, Plaintiff asserts that such breaks would be considered
7 rounded, and therefore presumed non-compliant, under *Donohue v. AMN Services, LLC* (2021) 11
8 Cal.5th 58.

9 29. Taking into account Defendant's compliant policies, and assuming that meal breaks were
10 non-compliant 50% of the time, Plaintiff estimated that the damages for this claim to be approximately
11 \$485,802 dollars.

12 30. Plaintiff alleged that, as evidenced from the records produced by Defendant, Defendant
13 systematically failed to properly record and maintain records of the actual hours worked by its
14 employees. The records simply show rounded total hours worked, which total exactly eight hours
15 worked each day. Plaintiff alleges that Defendant input his and Class Members' daily time as eight
16 hours, automatically, without providing the employees the opportunity to review their time, and that
17 Defendant does not maintain records of time actually worked.

18 31. Plaintiff alleges that the 8-hour work day assumes that employees began working at 8:30
19 a.m., when Defendant conducted a morning meeting. However, Plaintiff alleges that he and the Class
20 Members were under the direction and control of Defendant before 8:30, undergoing a required
21 COVID-19 screening, setting up their workstations, gather their necessary belongings for the morning
22 meeting, turning on their work phones, and preparing for the morning meeting. Plaintiff further alleges
23 that he and Class Members regularly worked past the end of their scheduled shift end in order to
24 complete their daily tasks or attend to remaining clients. Plaintiff alleges that he and the Class Members
25 worked on average a minimum of 5 minutes per shift that was not recorded by Defendant's practice of
26 simply inputting that each employee worked eight hours per shift. Accordingly, Plaintiff estimated that
27 the damages for this claim to be approximately \$128,077 dollars.

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1 32. Plaintiff alleged that Defendant required Plaintiff and Class Members to carry their
2 cellular phones on them during their rest breaks, and remain available and on-call in the event they are
3 needed. As a result, Plaintiff and the Class Members never received complaint off-duty rest breaks,
4 pursuant to *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal. 5th 257, 259. Instead, Plaintiff and
5 Class Members were required to remain on the premises and on-call, subject to Defendant's control.
6 Plaintiff also notes that the records produced by Defendant do not show any rest period premiums were
7 paid.

8 33. Defendant denied that Class Members were interrupted during their rest breaks, and
9 argued that it maintained compliant rest breaks both in policy and in practice. Assuming a violation
10 rate of 50%, Plaintiff estimated the damages for this claim to be \$520,347 dollars.

11 34. Plaintiff alleged that as a result of the Labor Code violations described above, Defendant
12 is also liable for derivative penalties for both failure to provide accurate wage statements, and failure to
13 provide wages when due. Defendant argued that Plaintiff could not prove the "willful" prong needed
14 to obtain waiting time penalties under Labor Code section 203. Plaintiff estimated Defendant's
15 damages for waiting time penalties pursuant to Labor Code Section 203 are \$323,914, based on a total
16 of 54 terminated Class Members within the Class Period. Plaintiff estimated Defendant's penalties
17 for inaccurate wage statements was \$191,450.

18 35. Class Counsel's damages models also estimated Defendant's exposure for PAGA
19 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure to be
20 approximately \$440,850 dollars.

21 36. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$10,000.00
22 which is 4% of the Gross Settlement Amount. This amount falls well within the range of court-approved
23 PAGA payments. Seventy-Five percent (75%) of the PAGA Payment (\$7,500.00) will be paid to the
24 LWDA ("LWDA PAGA Payment") with the remaining twenty-five percent (25%) of the PAGA
25 Payment (\$2,500.00) will be distributed to the Aggrieved Employees, which is within the range of
26 PAGA payments approved by courts and should be approved.

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1 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

2 37. With respect to the most immediate challenge, i.e., class certification, the risks attendant
3 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
4 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
5 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
6 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
7 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
8 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
9 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
10 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
11 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176
12 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
13 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
14 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
15 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
16 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
17 certification of driver meal and rest period claims based on the predominance of individual issues).
18 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
19 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
20 settlement.

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

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1 39. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$250,000.00 that
2 is roughly between approximately 22% of Defendant's *class-wide* liability exposure for damages, and
3 approximately 15% of Defendant's maximum class wide liability exposure for damages and statutory
4 penalties. Given the amount of the settlement here, as compared to potential value of the claims, offset
5 by the various inherent risks to continued litigation, the settlement is fair and reasonable.

6 **C. Proposed Notice Informs the Class About the Case and Settlement**

7 40. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
8 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
9 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
10 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
11 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
12 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
13 and scope of the Released Claims. *See* Class Notice, attached as Exhibit A to the Settlement Agreement.
14 The Parties negotiated this method to ensure delivering the most reasonable method of notice to the
15 Class Members while ensuring cost effective administration of the Settlement.

16 41. Accordingly, both the method of disseminating the Class Notice and content of the Class
17 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
18 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
19 compromise and of the options open to dissenting class members.").)

20 **C. The Court Should Preliminarily Approve the Class Representative Service Award**

21 42. The Settlement provides for a Service Award of \$10,00.00 to Plaintiff. The service award
22 is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
23 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his
24 case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its
25 terms are fair and provide adequate relief for the Participating Class Members, and agreeing to provide
26 Defendant a general release of all claims arising out of their employment.

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1 43. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
2 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
3 above showing is sufficient for preliminary approval of the negotiated Service Award.

4 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

5 44. Class Counsel took this matter on a contingency fee basis and invested significant time
6 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
7 Individual Class Payment illustrates the demonstrably positive outcome for the Participating Class
8 Members. Considering the positive outcome for the Class Members, and in light of the supporting
9 authority, the proposed Attorneys' Fees and Expenses are fair and reasonable.

10 45. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Expenses once
11 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
12 is sufficient for preliminary approval of the negotiated attorneys' fees.

13 **E. Provisional Certification for Settlement Purposes Is Appropriate**

14 46. For Settlement purposes only, Plaintiff contends, and Defendant does not dispute, that
15 provisional certification of the Class is appropriate.

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

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

23 49. Plaintiff's wage and hour claims are typical of the proposed Class because they arise from
24 the same factual basis and are based on the same legal theories applicable to the other Class Members.
25 Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class. Plaintiff alleges
26 that he was injured by the same company-wide practices to which the proposed Class Members were
27 subject to and seek the same relief. Plaintiff has already demonstrated his ability to advocate for the
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1 interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and
2 evaluating the proposed settlement to assure that it is fair.

3 50. A class action is superior to a multitude of individual lawsuits. Given the size and amount
4 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
5 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
6 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
7 adjudication.

8 **F. Class Counsel's Experience**

9 51. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
10 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
11 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
12 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
13 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
14 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
15 Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal), Laura Gonzalez Mendez (Paralegal),
16 and Sara Christensen (Legal Assistant).

17 52. I am qualified to represent the Plaintiff, the Class Members, the State of California and
18 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
19 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
20 complex mass tort litigation experience and complex construction product liability experience. I can,
21 will and have adequately represented the interests of the Plaintiff, the State of California and the
22 Aggrieved Employees throughout this action.

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

26 54. I have significant class counsel and collective action counsel experience. My credentials
27 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

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

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

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

58. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of October 2023, at San Diego, California.

JCL LAW FIRM, APC

By:
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff Isaiah D. Hughes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ISAIAH D. HUGHES, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

ASIAN AND PACIFIC ISLANDER
WELLNESS CENTER, INC. (dba SAN
FRANCISCO COMMUNITY HEALTH
CENTER), a California corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No.: CGC-22-599270

[Action Filed: April 21, 2022]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff ISIAIAH D. HUGHES (hereinafter “Plaintiff”), on behalf of himself and on behalf of all persons similarly situated, and Defendant ASIAN AND PACIFIC ISLANDER WELLNESS CENTER, INC. (dba SAN FRANCISCO COMMUNITY HEALTH CENTER) (hereinafter, “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc., et al.*, San Francisco Superior Court Case No. CGC-22-599270, filed April 21, 2022.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- C. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- D. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$83,333.33 out of \$250,000.00. Attorneys’ Fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- E. “Claims Administration Expenses” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$6,500.
- F. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Asian and Pacific Islander Wellness Center, Inc. dba San Francisco Community Health Center who performed work in California during the period of April 21, 2018 through the earlier of May 2, 2023 or the date on which the total number of Workweeks worked by the Class Members equals 8,800.

- 1 G. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 3 H. "Class Data" means information regarding Class Members that Defendant will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; start dates and end
7 dates of employment.
- 8 I. "Class Period" means the period of April 21, 2018 through the earlier of May 2, 2023
9 or the date on which the total number of Workweeks worked by the Class Members
10 equals 8,800.
- 11 J. "Class Representative" or "Plaintiff" shall mean Isaiah D. Hughes.
- 12 K. "Court" means the Superior Court for the State of California, County of San
13 Francisco, currently presiding over the Action.
- 14 L. "Defendant" shall mean Asian and Pacific Islander Wellness Center, Inc. dba San
15 Francisco Community Health Center.
- 16 M. "Effective Date" means the earliest date, following entry by the Court (or Courts) of
17 an order (or orders) and judgment finally approving this Settlement, upon which one
18 of the following have occurred: (i) if no objection is filed to the settlement and no
19 objector appears at the hearing on final approval, the date of the Court's entry of the
20 order granting final approval, (ii) if an objection is filed to the settlement and/or an
21 objector appears at the hearing on final approval, then the earlier of the following: (a)
22 the expiration of all potential appeal periods without a filing of a notice of appeal of
23 the final approval order or judgment, i.e., sixty (60) days after the entry of the final
24 approval order and judgment; (b) final affirmance of the final approval order and
25 judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or
26 denial of all such appeals (including any petition for review, rehearing, certiorari,
27 etc.) such that the final approval order and judgment concerning the Action is no
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longer subject to further judicial review. If this Settlement is approved through motions in both Courts, then Effective Date shall mean the latter of both approvals.

N. “Funding Date” shall mean the date by which Asian and Pacific Islander Wellness Center, Inc. has paid the entire Gross Settlement Amount and paid the employer side payroll taxes to the Settlement Administrator in accord with the terms of this Agreement.

O. “Gross Settlement Amount” or “GSA” means Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) that Asian and Pacific Islander Wellness Center, Inc. must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, Claims Administration Expenses, Attorneys’ Fees and Attorneys’ Expenses, Service Award, and the PAGA Payment and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

P. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to PAGA Members pursuant to PAGA.

Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees and Attorneys’ Expenses, the Service Award, PAGA Payment, and Claims Administration Expenses.

R. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

S. “Operative Complaint” shall mean the complaint on file in the Action filed on April 21, 2022.

T. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

U. “PAGA Members” means all non-exempt employees who are or previously were employed by Asian and Pacific Islander Wellness Center, Inc. dba San Francisco

Community Health Center who performed work in California during the period of February 14, 2021 through the earlier of May 2, 2023 or the date on which the total number of Workweeks worked by the Class Members during the Class Period equals 8,800.

V. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA Period for each PAGA Member divided by the sum total of the PAGA Pay Periods for all PAGA Members during the PAGA Period.

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

X. "PAGA Period" means the period of February 14, 2021 through the earlier of May 2, 2023 or the date on which the total number of Workweeks worked by the Class Members during the Class Period equals 8,800.

Y. "PAGA Payment" shall mean Ten Thousand Dollars (\$10,000) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the PAGA Members ("PAGA Member Payment") and 75% of the payment going to the Labor and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

Z. "Parties" means Plaintiff and Asian and Pacific Islander Wellness Center, Inc. dba San Francisco Community Health Center, collectively, and "Party" shall mean either Plaintiff or Asian and Pacific Islander Wellness Center, Inc. dba San Francisco Community Health Center, individually.

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

- 1 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 CC. "Released Class Claims" shall mean all Class claims alleged in the Operative
4 Complaint, or which could have been alleged in the Operative Complaint based on
5 the facts alleged, which occurred during the Class Period, and expressly excluding all
6 other claims, including claims for vested benefits, wrongful termination,
7 unemployment insurance, disability, social security, workers' compensation, and
8 class claims outside the Class Period.
- 9 DD. "Released PAGA Claims" shall mean all PAGA claims alleged in the Operative
10 Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the
11 PAGA Period, and expressly excluding all other claims, including claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security,
13 workers' compensation, and PAGA claims outside of the PAGA Period.
- 14 EE. "Released Parties" shall mean Defendant Asian and Pacific Islander Wellness Center,
15 Inc. dba San Francisco Community Health Center and all related companies,
16 subsidiaries, owners, shareholders, members, agents (including, without limitation,
17 any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
18 present or future officers, directors and exempt employees) predecessors, successors,
19 and assigns.
- 20 FF. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
21 Administrator mails Notice Packets to Class Members and the last date on which
22 Class Members may submit requests for exclusion or objections to the Settlement.
- 23 GG. "Service Award" means an award in the amount of \$10,000 or in an amount that the
24 Court authorizes to be paid to the Class Representative, in addition to his Individual
25 Settlement Payment and his individual PAGA Member Payment, in recognition of his
26 efforts and risks in assisting with the prosecution of the Action and in exchange for
27 executing a general release of the Released Parties for the Released Class Claims and
28 the Released PAGA Claims as set forth herein.

- 1 HH. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 2 II. "Settlement Administrator" means Apex Class Action. The Settlement Administrator
- 3 establishes, designates and maintains a QSF under Internal Revenue Code section
- 4 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
- 5 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
- 6 Class Members. The Settlement Administrator shall maintain the funds until
- 7 distribution in an account(s) segregated from the assets of Defendant and any person
- 8 related to Defendant. *All accrued interest shall be paid and distributed to the*
- 9 *Settlement Class Members as part of their respective Individual Settlement*
- 10 *Payment.*
- 11 JJ. "Settlement Class Members" or "Settlement Class" means all Class Members who
- 12 have not submitted a timely and valid request for exclusion as provided in this
- 13 Agreement.
- 14 KK. "Workweeks," for purposes of calculating the distribution of the Net Settlement
- 15 Amount, means the number of weeks of employment during the Class Period that
- 16 each Class Member was employed by Defendant in California.

17 **II. RECITALS**

- 18 A. On February 14, 2022, Plaintiff filed a Notice of Violations with the Labor and
- 19 Workforce Development Agency ("LWDA") and served the same on Defendants.
- 20 B. On April 21, 2022, Plaintiff filed the Action, alleging claims for:
- 21 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*;
- 22 2. Failure to Pay Minimum Wage in Violation of Cal. Labor Code §§ 1194, 1197
- 23 and 1197.1
- 24 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*;
- 25 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
- 26 226.7, 512 and the Applicable Wage Order);
- 27 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
- 28 226.7, 512 and the Applicable Wage Order);

6. Failure to Provide Accurate Itemized Wage Statements in Violation Cal. Lab. Code §§ 226 and 226.2;

7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203;

8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab Code § 2802;

9. Violations of PAGA in Violation of Cal. Lab. Code §§ 2698 *et seq.*

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the Settlement Class in

light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On February 2, 2023, the Parties participated in mediation with Steven J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a “Memorandum of Understanding”.

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant shall pay a Gross Settlement Amount of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00), which shall be inclusive of the following: the sum of the Individual Settlement Payments, the Service Award, the Attorneys' Fees, and Attorneys' Expenses, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than Defendant's share of employer payroll taxes, Defendant shall not be required to pay more than the Gross Settlement Amount.
2. Payment of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount within (30) calendar days after the Effective Date, by transferring the Gross Settlement Amount via wire transfer to the Settlement Administrator.
3. Class Size. Defendant represents that the Settlement Class was comprised of 124 individuals who collectively worked approximately 8,000 workweeks from April 21, 2018 to February 2, 2023.
4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

- B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

1 C. Release by the PAGA Members. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
3 California release the Released Parties from the Released PAGA Claims for the PAGA
4 Period. As a result of this release, the PAGA Members shall be precluded from
5 bringing claims against Defendant for the Released PAGA Claims. The express
6 purpose of this conditional Settlement is to forever bar Plaintiff, the LWDA, the State
7 of California, and any PAGA Members from acting on behalf of or purporting to act
8 on behalf of the LWDA to assert any of the PAGA Members' Released PAGA Claims
9 against the Released Parties in any future litigation.

10 D. Conditions Precedent. This Settlement will become final and effective only upon the
11 occurrence of all of the following events:

- 12 1. The Court enters an order granting preliminary approval of the Settlement;
- 13 2. The Court enters an order granting final approval of the Settlement and a final
14 judgment;
- 15 3. If an objector appears at the final approval hearing, the time for appeal of the
16 final judgment and order granting final approval of Settlement expires; or, if
17 an appeal is timely filed, there is a final resolution of any appeal from the
18 judgment and order granting final approval of Settlement; and
- 19 4. Defendant fully funds the Gross Settlement Amount.

20 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
21 not preliminarily or finally approved by the Court, fails to become effective, or is
22 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
23 Defendant from obtaining a complete resolution of the Released Class Claims and/or
24 Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement
25 Amount:

- 26 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
27 and shall not be admissible in any judicial, administrative or arbitral
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proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

F. Termination. Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date the Court enters final approval if 10.00% or more of Class Members timely and validly opt out of the Settlement or if the Court fails to approve material terms of the Settlement, including the scope of the release. Defendant must make such election within fifteen (15) business days of being notified by the Settlement Administrator of a 10.00% or greater opt-out rate or the Court's failure to approve the material terms of the Settlement without prejudice.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of this Settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and/or the Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible

1 in any judicial, administrative or arbitral proceeding for any purpose or with respect to
2 any issue, substantive or procedural.

3 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
4 effect of the payments called for, and Class Members and/or PAGA Members are not
5 relying on any statement or representation by the Parties in this regard. Class Members
6 and/or PAGA Members understand and agree that they will be responsible for the
7 payment of any taxes and penalties assessed on the Individual Settlement Payments
8 and/or PAGA Members' individual shares of the PAGA Member Payment described
9 and will be solely responsible for any penalties or other obligations resulting from their
10 personal tax reporting of Individual Settlement Payments and/or PAGA Members'
11 individual shares of the PAGA Member Payment.

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

J. Preliminary Approval Motion. Within sixty (60) calendar days of execution of this Agreement or as soon as reasonably possible, Class Counsel shall draft and file with the Court a motion for order granting preliminary approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant's counsel with a draft of the motion at least five (5) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA, Class Members and PAGA Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the wage portion, the penalties portion, and the interest portion of the Individual Settlement Payments and/or PAGA Members' individual shares of the PAGA Member Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the number of Requests for Exclusion it receives (including the numbers of valid and deficient), and the number of Notices of Objection received.

L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the preliminary approval date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.
2. Notice Packets.
 - a) The Notice Packet shall contain the notice of class action Settlement (“Class Notice”) in a form substantially similar to the form attached as **Exhibit A**. The Class Notice shall inform Class Members and PAGA Members that they need not do anything in order to receive an Individual Settlement Payment and/or PAGA Members’ individual shares of the PAGA Member Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or PAGA Members’ individual shares of the PAGA Member Payment will be mailed following the Funding Date. The Class Notice shall set forth the release to be given by all Class Members who do not request to be excluded from the Settlement Class and/or PAGA Members in exchange for an Individual Settlement Payment and/or PAGA Members’ individual shares of the PAGA Member Payment, the number of Workweeks worked by each Class Member during the Class Period, if any, and the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each PAGA Members’ share of the PAGA Member Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members’ Workweeks and PAGA Members’ PAGA Pay Periods. The Class Notice will also advise the PAGA Members that they will release the Released PAGA Claims and will

1 receive their share of the PAGA Member Payment regardless of
2 whether they request to be excluded from the Settlement.

3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

9 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
10 Settlement Administrator will perform a search based on the National Change
11 of Address Database to update and correct any known or identifiable address
12 changes. No later than twenty one (21) calendar days after preliminary
13 approval of the Settlement, the Settlement Administrator shall mail copies of
14 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
15 electronic mail. The Settlement Administrator shall exercise its best judgment
16 to determine the current mailing address for each Class Member. The address
17 identified by the Settlement Administrator as the current mailing address shall
18 be presumed to be the best mailing address for each Class Member.

19 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be
21 re-mailed to any forwarding address provided. If no forwarding address is
22 provided, the Settlement Administrator shall promptly attempt to determine a
23 correct address by lawful use of skip-tracing, or other search using the name,
24 address and/or Social Security number of the Class Member involved, and
25 shall then perform a re-mailing, if another mailing address is identified by the
26 Settlement Administrator. In addition, if any Notice Packets, which are
27 addressed to Class Members who are currently employed by Defendant, are
28 returned to the Settlement Administrator as non-delivered and no forwarding

1 address is provided, the Settlement Administrator shall notify Defendant.
2 Defendant will request that the currently employed Class Member provide a
3 corrected address, and transmit to the Settlement Administrator any corrected
4 address provided by the Class Member. Class Members who received a re-
5 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
6 days from the original Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will
8 have the opportunity, should they disagree with Defendant's records regarding
9 the start and end dates of employment to provide documentation and/or an
10 explanation to show contrary dates. If there is a dispute, the Settlement
11 Administrator will consult with the Parties to determine whether an
12 adjustment is warranted. The Settlement Administrator shall determine the
13 eligibility for, and the amounts of, any Individual Settlement Payments under
14 the terms of this Agreement. The Settlement Administrator's determination
15 of the eligibility for and amount of any Individual Settlement Payment shall
16 be binding upon the Class Member and the Parties.

17 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
18 by the Settlement Administrator concerning the administration of the
19 Settlement will be resolved by the Court under the laws of the State of
20 California. Before any such involvement of the Court, counsel for the Parties
21 will confer in good faith to resolve the disputes without the necessity of
22 involving the Court.

23 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
24 Class Members who wish to exclude themselves from the Settlement must
25 submit a signed copy of the enclosed "Request for Exclusion" form to the
26 Settlement Administrator by the Response Deadline. A Request for Exclusion
27 form will be mailed together with the Notice Packet to all Class Members.
28 The Request for Exclusion will not be valid if it is not timely submitted, if it

1 is not signed by the Class Member, or if it does not contain the name and
2 address and last four digits of the Social Security number of the Class
3 Member. The date of the postmark on the mailing envelope or fax stamp on
4 the Request for Exclusion shall be the exclusive means used to determine
5 whether the Request for Exclusion was timely submitted. Any Class Member
6 who submits a timely Request for Exclusion shall be excluded from the
7 Settlement Class will not be entitled to an Individual Settlement Payment and
8 will not be otherwise bound by the terms of the Settlement for the Settlement
9 Class or have any right to object, appeal or comment thereon. However, any
10 Class Member that submits a timely Request for Exclusion that is also a
11 PAGA Member will still receive his/her pro rata share of the PAGA Member
12 Payment, as specified below, and in consideration, will be bound by the
13 Released PAGA Claims as set forth herein. Settlement Class Members who
14 fail to submit a valid and timely Request for Exclusion on or before the
15 Response Deadline shall be bound by all terms of the Settlement and any final
16 judgment entered in this Action if the Settlement is approved by the Court.
17 No later than fourteen (14) calendar days after the Response Deadline, the
18 Settlement Administrator shall provide counsel for the Parties with a final list
19 of the Class Members who have timely submitted Requests for Exclusion.

- 20 8. Objections. The Class Notice contained in the Notice Packet shall state that
21 Class Members who wish to object to the Settlement may submit to the
22 Settlement Administrator a written statement of objection (“Notice of
23 Objection”) by the Response Deadline. The postmark date of mailing shall be
24 deemed the exclusive means for determining that a Notice of Objection was
25 served timely. The Notice of Objection, if in writing, must be signed by the
26 Settlement Class Member and state: (1) the case name and number; (2) the
27 name of the Settlement Class Member; (3) the address of the Settlement Class
28 Member; (4) the last four digits of the Settlement Class Member’s Social

1 Security number; (5) the basis for the objection; and (6) if the Settlement Class
2 Member intends to appear at the final approval/settlement fairness hearing.
3 Class Members who fail to make objections in writing in the manner specified
4 above may still make their objections orally at the final approval/settlement
5 fairness hearing with the Court's permission. Settlement Class Members will
6 have a right to appear at the final approval/settlement fairness hearing to have
7 their objections heard by the Court regardless of whether they submitted a
8 written objection. At no time shall any of the Parties or their counsel seek to
9 solicit or otherwise encourage Class Members to file or serve written
10 objections to the Settlement or appeal from the order and final judgment.
11 Class Members who submit a written Request for Exclusion may not object
12 to the Settlement. Class Members may not object to the PAGA Payment.

13 M. Funding and Allocation of the Settlement Amount. Defendant is required to pay the
14 Gross Settlement Amount plus any employer's share of payroll taxes as mandated by
15 law within the time specified hereinabove.

16 1. Calculation of Individual Settlement Payments. Individual Settlement
17 Payments shall be paid from the Net Settlement Amount and shall be paid
18 pursuant to the formula set forth herein. Using the Class Data, the Settlement
19 Administrator shall add up the total number of Workweeks during the Class
20 Period for all Class Members. The respective Workweeks for each Class
21 Member will be divided by the total Workweeks for all Class Members,
22 resulting in the Payment Ratio for each Class Member. Each Class Member's
23 Payment Ratio will then be multiplied by the Net Settlement Amount to
24 calculate each Class Member's estimated Individual Settlement Payments.
25 Each Individual Settlement Payment will be reduced by any legally mandated
26 employee tax withholdings (e.g., employee payroll taxes, etc.). Individual
27 Settlement Payments for Class Members who submit valid and timely
28 Requests for Exclusion will be redistributed to Settlement Class Members

who do not submit valid and timely Requests for Exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the PAGA Members. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the PAGA Payment Ratio for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by the PAGA Member Payment to calculate each PAGA Member's estimated share of the PAGA Member Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be apportioned as follows: 33.33% as payment for alleged unpaid wages, 33.33% as alleged unpaid interest, and 33.33% as alleged civil and statutory penalties. The wage portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the penalty portion and interest portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued pursuant to the Settlement Agreement. Plaintiff and each Settlement Class Member bear the full responsibility for payment of any taxes or withholding that are found to be owed from the Individual Class Payment.

4. Allocation of PAGA Member Payments. For tax purposes, PAGA Member Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099. Payroll tax withholdings and deductions will not be withheld from these individual PAGA Member Payments. Plaintiff and each PAGA Member bears the full responsibility for payment of any taxes or withholding that are found to be owed from the PAGA Member Payments.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Member Payment made to Settlement Class

Members and/or PAGA Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Member Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or PAGA Members in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the PAGA Member Payment.

7. Mailing. Individual Settlement Payments and individual shares of the PAGA Member Payment shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or PAGA Members' last known mailing address no later than fifteen (15) business days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and PAGA Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or

1 PAGA Member does not cash his or her settlement check within 90 days, the
2 Settlement Administrator will send a letter to such persons, advising that the
3 check will expire after the 180th day, and invite that Settlement Class Member
4 and/or PAGA Members to request reissuance in the event the check was
5 destroyed, lost or misplaced. In the event an Individual Settlement Payment
6 and/or PAGA Members' individual share of the PAGA Member Payment
7 check has not been cashed within one hundred and eighty (180) days, all funds
8 represented by such uncashed checks, plus any interest accrued thereon, shall
9 be redistributed to the Settlement Class Members.

- 10 9. Service Award. In addition to the Individual Settlement Payment and his
11 individual share of the PAGA Member Payment to be paid to Plaintiff,
12 Plaintiff will apply to the Court for an award of not more than \$10,000.00, as
13 the Service Award. Defendant will not oppose a Service Award of not more
14 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
15 Service Award, either in the amount stated herein if approved by the Court or
16 some other amount as approved by the Court, to Plaintiff from the Gross
17 Settlement Amount no later than fifteen (15) business days after the Funding
18 Date. Any portion of the requested Service Award that is not awarded to the
19 Class Representative shall be part of the Net Settlement Amount and shall be
20 distributed to Settlement Class Members as provided in this Agreement. The
21 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
22 for his Service Award. Plaintiff shall be solely and legally responsible to pay
23 any and all applicable taxes on his Service Award and shall hold harmless the
24 Released Parties from any claim or liability for taxes, penalties, or interest
25 arising as a result of the Service Award. The Service Award shall be in
26 addition to Plaintiff's Individual Settlement Payment as a Settlement Class
27 Member. Approval of this Settlement shall not be conditioned on Court
28 approval of the requested amount of the Service Award. If the Court reduces

1 or does not approve the requested Service Award, Plaintiff shall not have the
2 right to revoke the Settlement, and it will remain binding.

3 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
4 Counsel will file a motion for Attorneys' Fees not to exceed one-third of the
5 Gross Settlement Amount currently estimated to be \$83,333.33 **and**
6 Attorneys' Expenses supported by Class Counsel's billing statement not to
7 exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Any
8 awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the
9 Gross Settlement Amount. Any portion of the requested Attorneys' Fees
10 and/or Attorneys' Expenses that are not awarded to Class Counsel shall be
11 part of the Net Settlement Amount and shall be distributed to Settlement Class
12 Members as provided in this Agreement. The Settlement Administrator shall
13 allocate and pay the Attorneys' Fees to Class Counsel from the Gross
14 Settlement Amount no later than fifteen (15) calendar days after the Funding
15 Date. Class Counsel shall be solely and legally responsible to pay all
16 applicable taxes on the payment made pursuant to this paragraph. The
17 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
18 Counsel for the payments made pursuant to this paragraph. If the Court
19 reduces or does not approve the requested Attorneys' Fees, or Attorneys'
20 Expenses, Plaintiff and Class Counsel shall not have the right to revoke the
21 Settlement, or to appeal such order, and the Settlement will remain binding.

22 11. PAGA Payment. Ten Thousand Dollars (\$10,000) shall be allocated from the
23 Gross Settlement Amount for the PAGA Payment. The Settlement
24 Administrator shall pay seventy-five percent (75%) of the PAGA Payment
25 (\$7,500) to the LWDA no later than fifteen (15) calendar days after the
26 Effective Date. The Settlement Administrator shall pay twenty-five percent
27 (25%) of the PAGA Payment (\$2,500) to the PAGA Members no later than
28 fifteen (15) calendar days after the Effective Date. For purposes of

1 distributing the PAGA Member Payments to the PAGA Members, each
2 PAGA Member shall receive their pro-rata share of the PAGA Member
3 Payment using the PAGA Payment Ratio as defined above.

4 12. Claims Administration Expenses. The Settlement Administrator shall be paid
5 for the costs of administration of the Settlement from the Gross Settlement
6 Amount. The estimate of the Claims Administration Expenses is \$6,500. The
7 Settlement Administrator shall be paid the Claims Administration Expenses
8 no later than fifteen (15) calendar days after the Funding Date.

9 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
10 the Court a motion for order granting final approval and entering judgment, within
11 twenty-eight (28) days following the expiration of the Response Deadline, which
12 motion shall request final approval of the Settlement and a determination of the
13 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
14 Expenses, the PAGA Payment, and the Claims Administration Expenses. The Parties
15 agree that the proposed judgment submitted to the Court in connection with the
16 motion for final approval shall include language entering judgment on Plaintiff's
17 Operative Complaint in its entirety, with prejudice, subject to Court approval.
18 Plaintiff will provide Defendant's counsel with a draft of the motion at least five (5)
19 business days prior to the filing of the motion to give Defendant an opportunity to
20 propose changes or additions to the motion.

21 1. Declaration by Settlement Administrator. No later than seven (7) days after
22 the Response Deadline, the Settlement Administrator shall submit a
23 declaration in support of Plaintiff's motion for final approval of this
24 Settlement detailing the number of Notice Packets mailed and re-mailed to
25 Class Members, the number of undeliverable Notice Packets, the number of
26 timely Requests for Exclusion, the number of Notices of Objection received,
27 the amount of the average Individual Settlement Payment and highest
28 Individual Settlement Payment, the Claims Administration Expenses, and any

1 other information as the Parties mutually agree or the Court orders the
2 Settlement Administrator to provide.

3 2. Final Approval Order and Judgment. Class Counsel shall present an order
4 granting final approval of class action Settlement to the Court for its approval,
5 and judgment thereon, at the time Class Counsel files the motion for final
6 approval.

7 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
8 an opportunity for counsel for Defendant to review the motions for preliminary and
9 final approval, including the order granting final approval of class action Settlement,
10 and judgment before filing with the Court. The Parties and their counsel will
11 cooperate with each other and use their best efforts to obtain the Court's approval of
12 the motions for preliminary and final approval of the Settlement, and entry of
13 judgment.

14 P. Cooperation. The Parties and their counsel will cooperate with each other and use
15 their best efforts to finalize the Settlement, and to use any other efforts that may be
16 necessary by order of the Court, or otherwise, to effectuate the Settlement.

17 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
18 except such proceedings necessary to implement and complete the Settlement, pending
19 the final approval/Settlement fairness hearing to be conducted by the Court.

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

22 S. Entire Agreement. This Agreement and any attached exhibit constitute the entire
23 Agreement among these Parties, and no oral or written representations, warranties or
24 inducements have been made to any Party concerning this Agreement or its exhibit
25 other than the representations, warranties and covenants contained and memorialized
26 in this Agreement and its exhibit.

27 T. Notice of Settlement to the LWDA. Plaintiff is responsible for timely filing a notice of
28 claim and notice of settlement with the LWDA.

- 1 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The person signing this
6 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
7 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he
8 is authorized to sign this Agreement and that he has not assigned any claim, or part of
9 a claim, covered by this Settlement to a third-party.
- 10 V. No Public Comment: The Parties and their counsel agree that they will not issue any
11 press releases, initiate any contact with the press, respond to any press inquiry, or have
12 any communication with the press about the fact, amount or terms of the Settlement
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
14 of its terms for any marketing or promotional purposes. Nothing herein will restrict
15 Class Counsel from including publicly available information regarding this settlement
16 in future judicial submissions regarding Class Counsel's qualifications and experience.
17 Further, Class Counsel will not include, reference or use the Settlement Agreement for
18 any marketing or promotional purposes, either before or after the motion for
19 preliminary approval is filed.
- 20 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 X. California Law Governs. All terms of this Agreement and the exhibit and any disputes
23 shall be governed by and interpreted according to the laws of the State of California.
- 24 Y. Counterparts. This Agreement may be executed in one or more counterparts by
25 facsimile, electronic signature, or email which for purposes of this Agreement shall be
26 accepted as an original. All executed counterparts and each of them shall be deemed
27 to be one and the same instrument. Any executed counterpart will be admissible in
28 evidence to prove the existence and contents of this Agreement.

- 1 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant
4 factors, present and potential.
- 5 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
6 respect to the interpretation, implementation and enforcement of the terms of this
7 Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing and enforcing the Settlement and all orders and judgments
10 entered in connection with this Agreement.
- 11 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.
- 15 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
16 intend to pursue any claims against the Released Parties, including, but not limited to,
17 any and all claims relating to or arising from Plaintiff's employment with Defendant,
18 regardless of whether Class Counsel is currently aware of any facts or legal theories
19 upon which any claims or causes of action could be brought against Released Parties,
20 including those facts or legal theories alleged in the Operative Complaint in this
21 Action. The Parties further acknowledge, understand and agree that this representation
22 is essential to the Agreement and that this Agreement would not have been entered
23 into were it not for this representation.
- 24 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
25 certification for purposes of this Settlement only.
- 26 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
27 Released Class Claims and Released PAGA Claims have merit and give rise to liability
28 on the part of Defendant. Defendant claims that the Released Class Claims and

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

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

DATED: _____

Isaiah D. Hughes

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 10/3/2023



Asian and Pacific Islander Wellness Center, Inc. dba
San Francisco Community Health Center

Lance Toma

Printed Name

Chief Executive Officer

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class
Members and PAGA Members

DATED: _____

ZAKAY LAW GROUP, APLC

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

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

DATED: Oct 4, 2023


ISAIAH HUGHES (Oct 4, 2023 11:45 PDT)

Isaiah D. Hughes

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

Asian and Pacific Islander Wellness Center, Inc. dba
San Francisco Community Health Center

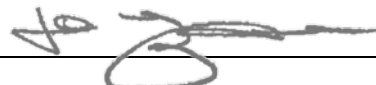
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Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: October 4, 2023

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class
Members and PAGA Members

DATED: October 4, 2023

ZAKAY LAW GROUP, APLC

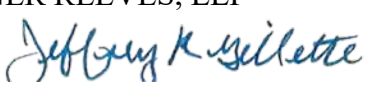
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By:  _____

Attorneys for Plaintiff and the Settlement Class
Members and PAGA Members

DATED: October 4, 2023

MESSNER REEVES, LLP

By:  _____

Attorneys for Defendant

4828-2706-0977, v. 1

EXHIBIT A

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

*(Hughes v. Asian and Pacific Islander Wellness Center, Inc., et al., San Francisco County Superior Court
Case No. CGC-22-599270)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Isaiah D. Hughes (“Plaintiff”) and Defendant Asian and Pacific Islander Wellness Center, Inc. (dba San Francisco Community Health Center), a California corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by Asian and Pacific Islander Wellness Center, Inc. dba San Francisco Community Health Center who performed work in California during the Class Period.

The “Class Period” is the period of time running from April 21, 2018 through the earlier of May 2, 2023 or the date on which the total number of workweeks worked by the “Class Members” equals 8,800.

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

2. What is this class action lawsuit about?

On April 21, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (“Action”). Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On February 2, 2023, the Parties participated in an all-day mediation with Steven J. Rottman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the “Class Representative”, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as “Class Counsel”.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred and Fifty Thousand Dollars (\$250,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s Attorneys’ Fees and Attorneys’ Expenses, Claims Administration Expenses, the LWDA Payment, PAGA Member Payments, and the Service Award to the Plaintiff.

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

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

- “Claims Administration Expenses”. Payment to the Settlement Administrator, estimated not to exceed \$6,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Costs. Payment to Class Counsel of an award of "Attorneys' Fees" of no more than 1/3 of the Gross Settlement Amount (currently \$83,333.33) and "Attorneys' Costs" of not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A "Service Award" of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") ("LWDA Payment") and the remaining \$2,500 will be distributed to PAGA Members as part of the "Net PAGA Amount".
- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees and Attorneys' Costs, the Service Award, the LWDA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The "Individual Settlement Payment" for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of "PAGA Member Payments" to PAGA Members. The "Net PAGA Amount" shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Member during the PAGA Period. "PAGA Member" means all non-exempt employees who are or previously were employed by Asian and Pacific Islander Wellness Center, Inc. dba San Francisco Community Health Center who performed work in California during the PAGA Period. The "PAGA Period" means the period between February 14, 2021 through the earlier of May 2, 2023 or the date on which the total number of workweeks worked by the Class Members equals 8,800.

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

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

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

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of Final Judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all class claims alleged in the Action's operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period.

Release by the PAGA Members. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Members shall release all PAGA claims alleged in the Action's operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period ("Released PAGA Claims"), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period ("PAGA Release").

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

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (April 21, 2018 to the earlier of May 2, 2023 or the date on which the total number of workweeks worked by the Class Members equals 8,800).

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

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period (February 14, 2021 through the earlier of May 2, 2023 or the date on which the total number of workweeks worked by the Class Members equals 8,800).

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

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

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The "Settlement Administrator" is: Apex Class Action Administration. (800) 335-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few

months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the Final Judgment to the Class Members by posting a copy of the Judgment on the Settlement Administrator's website at www._____.com.

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

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

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

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Hughes v. Asian and Pacific Islander Wellness Center, Inc., et al., San Francisco County Superior Court Case No. CGC-22-599270***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is Apex Class Action, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

Counsel for Defendant:

Kathleen Carter, Esq.
Jeffrey Gillette, Esq.
Messner Reeves LLP
650 Town Center Drive, Suite 700
Costa Mesa, CA 92626
Tel.: (949) 612-9128

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM** on _____, at the San Francisco County Superior Court, Dept. 610, located at 400 McAllister Street, San Francisco, CA 94102-4514 before Judge Anne-Christine Massullo. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Hughes v. Asian and Pacific Islander Wellness Center, Inc., et al., San Francisco County Superior Court Case No. CGC-22-599270***, Settlement Administrator, c/o Apex Class Action Administration, 18 Technology Drive, Suite 164, Irvine, CA 92618.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

- *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);