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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LUIS DE JESUS CLAUDIO, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

UNI CARE HOME HEALTH INC., a
California Corporation; and DOES 1 through
50, Inclusive,

Defendants.

Case No. 37-2022-00003063-CU-OE-CTL

Action Filed: January 25, 2022

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 6, 2024

Time: 9:30 a.m.

Judge: Hon. Wendy M. Behan

Department: C-66

1 I, Shani O. Zakay, 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 ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"). I am counsel of record
5 for Plaintiff LUIS DE JESUS CLAUDIO (hereafter "Plaintiff") in this wage and hour class action filed
6 against UNI CARE HOME HEALTH INC. (hereinafter "Defendant").

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

9 3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed
10 Stipulation of Settlement of Class and PAGA Action and Release of Claims (hereinafter "Agreement").
11 Attached thereto as **Exhibit "A"** is a true and correct copy of the Class Notice.

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed June 28, 2024
13 Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the June 4, 2024 proof of
15 filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "4"** is true and correct copy of the November 8, 2024 proof
17 of filing this motion seeking final approval of this Settlement.

18 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the Zakay Law Group,
19 APLC's "Cost Summary" detailing Zakay Law Group, APLC's actually incurred litigation expenses
20 for this matter as of November 8, 2024. As shown in detail in the attached transaction summary, Zakay
21 Law Group, APLC, incurred a total of \$5,155.84 in litigation costs prosecuting this action. These costs
22 are exclusive of the costs incurred by co-counsel JCL Law Firm, APC.

23 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the detailed breakdown of
24 the fees and the services performed by Zakay Law Group, APLC as of November 8, 2024, showing that
25 Zakay Law Group, APLC billed a total of 146.4 hours for a total of \$75,641.50 successfully litigating
26 this action.

27 9. Attached hereto as **Exhibit "7"** is a true and correct copy of Zakay Law Group, APLC's
28 firm resume.

Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

B. OVERVIEW OF THE LITIGATION

14. Defendant offers a full spectrum of home health care, hospice, in-home health and telehealth services, including in San Diego County where Plaintiff worked. This action asserts claims on behalf of all employees who are or previously were employed by Defendant who were paid in whole or in part on a piece-rate basis and performed work in California (“Class Members”) during the period beginning January 25, 2018 to March 5, 2024 (“Class Period”). Plaintiff worked for Defendant as a non-exempt employee and earned piece-rate compensation during the Class Period.

15. Among other claims, Plaintiff claims that Defendant failed to pay employees for all time worked, including overtime, failed to provide them with proper meal and rest breaks, failed to separately compensate employees for rest breaks and non-productive time, failed to reimburse for required business expenses, and failed to issue accurate itemized wage statements. Defendant forcefully denies liability for each of Plaintiff’s claims.

16. On April 6, 2023, Plaintiff filed this class action complaint in the Humboldt Superior Court (“the On January 10, 2022, Plaintiff served Defendant and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). On January 25, 2022, Plaintiff filed this class action complaint in the San Diego Superior Court (“the Action”). The Action alleged eight causes of action against Defendant for: (1) Unfair competition in violation of Business and Professions Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203; and (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802. On March 16, 2022, Plaintiff filed the operative First Amended Complaint to include an

1 additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et*
2 *seq.*].

3 17. Plaintiff commenced written discovery in July 2022. In August of 2022, Defendant filed
4 its Motion to Compel Arbitration (“Defendant’s Motion”), which was set for hearing in February 2023.
5 While Defendant’s Motion was pending, the Parties agreed to attend private mediation with Louis
6 Marlin, Esq. on April 12, 2023. As such, the Parties agreed to continue the hearing on Defendant’s
7 Motion until after the Parties’ mediation. The Parties’ April 12, 2023 mediation was unsuccessful.
8 Consequently, Defendant’s Motion to Compel Arbitration was heard on June 9, 2023, and denied by
9 the Court. Thereafter, Defendant appealed the Court’s denial of its Motion. While Defendant’s appeal
10 was pending and prior to commencement of briefing in the appeal, the Parties continued to engage in
11 arms-length settlement negotiations with Mr. Marlin’s assistance and ultimately accepted a mediator’s
12 settlement proposal.

13 18. To facilitate settlement negotiations, the Parties agreed to informally produce documents
14 and data points subject to the mediation privilege, including but not limited to, a sampling of the Class
15 Members’ time and payroll data, and pertinent written wage and hour policies. As discussed *infra*,
16 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
17 Defendant’s time and payroll data.

18 19. Although the mediation was initially unsuccessful, the Parties ultimately accepted a
19 mediator’s proposal, which was subsequently memorialized in the form of a Memorandum of
20 Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-
21 form settlement agreement, which is the subject of the instant motion.

22 20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
23 the class and should be granted final approval. This is evidenced by the unanimous approval of the
24 Settlement by the Settlement Class and absence of any objections to the Settlement.

25 21. Further supporting final approval, the average Individual Settlement Payment of
26 **\$1,389.25** is comparable to settlement payments in similar wage and hour class actions. This result is
27 particularly favorable considering that liability and certification were far from certain. Given the
28 complexities of this case, the defenses asserted, the uncertainty of class certification, along with the

1 uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and
2 should be granted final approval.

3 **C. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

4 **(1) Class Counsel Conducted a Thorough Investigation**

5 22. Months before filing the Action, Class Counsel began its pre-filing investigation into the
6 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
7 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment,
8 including, among other things, copies of his wage statements. At the conclusion of the interviews, Class
9 Counsel determined that each of Plaintiff's complaints justified further inquiry.

10 23. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
11 response, Defendant produced documents, including but not limited, Plaintiff's payroll and time records.
12 Class Counsel reviewed and analyzed the documents and determined the documents appeared to
13 substantiate Plaintiff's claim that Defendant failed to, among other things, pay for all time worked,
14 including separate compensation for rest periods and non-productive time, and to provide compliant
15 meal and rest periods.

16 24. Considering the many anticipated factual disputes, the Parties agreed that it would be in
17 the best interest of all Parties to mediate the matter. To prepare for mediation, Class Counsel requested
18 documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to
19 the Class Members. In response to Class Counsel's request, Defendant produced a sampling of Class
20 Member time and payroll records, aggregate workweek and pay period data, and copies of applicable
21 policies, and agreements containing, *inter alia*, compensation, timekeeping and meal and rest period
22 policies. In total, Defendant produced over 500 pages of pertinent policy documents and over 80,000
23 unique cells of time and payroll data for Class Counsel to analyze.

24 25. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
25 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
26 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
27 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
28 differently, the BCG is uniquely qualified to analyze Defendant's time and payroll data.

1 26. BCG analyzed Defendant's time and payroll data to assist in the development of various
2 damage models. Among other things, BCG determined the approximate number of work shifts,
3 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
4 periods during the Class Period. BCG also estimated the amount of paid missed meal period premiums
5 paid during the Class Period, the amount of unreimbursed business expenses, the amount of unpaid
6 wages owed, and the amount of off-the-clock work performed by the Class Members during the Class
7 Period.

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

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

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

1 (2) The Parties Settled Shortly After Mediation

2 30. The Settlement is the product of a mediation session with a respected mediator and
3 negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at arm's
4 length and tempered by the efforts of both sides to serve the interests of their clients.

5 (3) Class Counsel are Experienced in Similar Litigation

6 31. Over the course of the last thirty-four months, a number of attorneys have worked on this
7 matter. Their credentials are reflected in the Zakay Law Group, APLC firm resume, a true and correct
8 copy of which is attached hereto as **Exhibit #7**. Some of the major cases my firm has undertaken are
9 also set forth in **Exhibit #7**. The attorneys involved in this matter have had class litigation experience,
10 much of it in employment class actions, unfair business practices and other complex litigation. I have
11 experience in cases involving labor code violations and meal and rest break claims. Counsel have
12 litigated similar labor law cases against other employers on behalf of employees. Counsel have been
13 approved as experienced Counsel throughout California. It is this level of experience which enabled the
14 firms to undertake the instant matter and to successfully combat the resources of the defendant and their
15 capable and experienced counsel. Because of the concerted and dedicated effort this case required to
16 properly handle and prosecute, Counsel were precluded from taking other cases, and in fact, had to turn
17 away other potential fee generating cases.

18 (4) Strength of Plaintiff's Case

19 32. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
20 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
21 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
22 91 Cal.App.4th at 250. While the Gross Settlement Amount of \$400,000.00 represents a discount on
23 Defendant's potential exposure if Plaintiff established liability on all claims and was awarded the full
24 amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable
25 defenses raised by Defendant presented a risk that could award significantly less in damages than
26 Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation,
27 resulting in added fees and costs without any guarantee of recovery for the Class.

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1 33. Although Class Counsel believe strongly in Plaintiff's claims, it would be misguided to
2 ignore the asserted defenses. If successful on any one its defenses, Defendant could defense the action
3 or at least, drastically undercut Plaintiff's claims.

4 (5) The Risk, Expense, Complexity and Duration of Further Litigation Favor Settlement

5 34. With respect to the most immediate challenge, i.e., class certification, the risks attendant
6 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
7 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class
8 certification because employees' declarations attesting to having taken meal and rest breaks
9 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*
10 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification
11 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
12 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
13 period claims based on the predominance of individual issues).

14 35. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
15 issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
16 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
17 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
18 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
19 individualized questions of fact not susceptible to class treatment.").

20 36. Finally, even if a class is certified and Defendant is found liable for the class claims
21 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
22 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
23 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
24 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
25 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
26 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

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1 37. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
2 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
3 factor favoring settlement.

4 38. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
5 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
6 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
7 drastically affect the value of Plaintiff's claims and, in fact, already has.

8 39. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendant
9 through possible appeals, which could take another three years. In arriving at their informed belief that
10 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
11 inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the
12 inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.
13 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and
14 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
15 Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary
16 benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have
17 determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair,
18 reasonable, and adequate, and should be granted final approval.

19 (6) The Gross Settlement Amount is Fair and Reasonable

20 40. The Gross Settlement Amount of \$400,000.00 in this case is fair and well within the range
21 of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement
22 Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the
23 various potential impediments to recovery. Class Counsel developed varied economic damages models
24 measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation.
25 The various models were informed by Class Counsel's investigation, including the analysis of a
26 significant sample of time and payroll data. As detailed in greater depth during the preliminary approval
27 process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on
28

1 behalf of the Settlement Class. The Gross Settlement Amount represents approximately 17.04% of
2 Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

3 41. Clearly the goal of this litigation to obtain redress for the class has been met by this
4 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
5 between experienced counsel, the settlement is entitled to final approval.

6 **D. THE PENALTIES UNDER PAGA ARE REASONABLE**

7 42. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount of
8 \$20,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the range of
9 approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Settlement (\$15,000.00) will be
10 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be distributed
11 to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and
12 should be approved.

13 43. On June 4, 2024, Class Counsel gave the LWDA notice of this Settlement and proposed
14 allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA.
15 Further, on November 8, 2024, Plaintiff gave the LWDA notice of this motion seeking final approval
16 of this settlement.

17 **II. CLASS COUNSEL'S DECLARATION IN SUPPORT OF PLAINTIFF'S REQUEST**
18 **FOR AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

19 **A. LODESTAR**

20 44. As of November 8, 2024, Zakay Law Group, APLC incurred a total lodestar of
21 \$75,641.50 for 146.4 hours worked by attorneys and staff successfully litigating this matter. I have
22 reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably
23 necessary to the conduct of the case. A detailed time and billing journals for Zakay Law Group, APLC
24 is attached hereto as Exhibit 6.

25 45. Additionally, the attorneys and staff at co-counsel JCL Law Firm, APLC, worked a total
26 of 74.9 hours successfully prosecuting this action for a lodestar of \$52,247.50. A true and accurate
27 copy of JCL Law Firm, APC's time and billing entries is attached to the Declaration of Jean-Claude
28 Lapuyade, Esq. filed concurrently herewith.

46. Collectively, Class Counsel spent a total of 221.3 hours successfully litigating this matter for a total combined lodestar of \$127,889 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
Zakay Law Group, APLC	146.4	\$75,641.50
JCL Law Firm, APC	74.9	\$52,247.50
Total	221.3	\$127,889

47. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California). This survey is useful to show that Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable work are less than these examples and are therefore undoubtedly reasonable.

48. Class Counsel will be performing additional work, including finalizing the orders and judgment and monitoring completion of the settlement distribution. I expect this additional work will result in at least \$10,000 to \$15,000 in additional loadstar, bringing the multiplier even lower.

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1 49. The requested Class Counsel Award of **\$153,333.33** comprised of attorneys' fees in the
2 amount of \$133,333.33 and up to \$20,000 for reimbursement of actually incurred litigation expenses is
3 reasonable and should be approved. **The requested attorneys' fee portion of the Class Counsel**
4 **Award as a percentage of the fund is supported by the overall lodestar incurred with a modest**
5 **multiplier of 1.04.** That is well-below the 2.13 multiplier approved by the Supreme Court in *Laffitte*
6 *v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed. The
7 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

8 50. The attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross
9 Settlement Amount is fair compensation and, respectfully, should be approved. Class Counsel
10 undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. The
11 attorneys' fee portion of the requested Class Counsel Award is within the historically recognized range
12 attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is
13 supported by Class Counsel's lodestar cross-check with a reasonable 1.04 multiplier.

14 51. Because the Settlement in this case is a pure common fund case, and the percentage of
15 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
16 based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the
17 requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact,
18 below what the California Supreme Court approved in *Laffitte*.

19 52. Additionally, Class Counsel and Class Representative, respectfully requests this Court
20 approve the Class Representative Service Award in the amount of \$10,000.00. The Class
21 Representative faithfully and dutifully performed his role on behalf of the Settlement Class. The Class
22 Representative dedicated valuable time and assisted in the successful prosecution of this action.
23 Further, unlike the Settlement Class, the Class Representative granted Defendant a broad general
24 release.

25 53. As discussed below, the requested Class Counsel Award meets the criteria under
26 California law and falls well within the recognized range of reasonableness for approval. Similarly, the
27 requested Class Representative Service Award in the amount of \$10,000.00 for Plaintiff meets the
28 criteria for approval. Accordingly, the Class Representative and Class Counsel respectfully request this

1 Court grant this motion for approval of the Class Counsel Award and Class Representative Service
2 Award.

3 **B. THE REQUESTED ATTORNEYS' FEE IS FAIR AND REASONABLE**

4 54. The Settlement Agreement, preliminarily approved by this Court, provides for payment
5 of the Class Counsel Award from the common fund. Notably, after being provided with notice of the
6 Settlement and the requested Class Counsel Award, there are *zero opt-outs and zero objections*. Every
7 member of the Settlement Class will receive his or her Individual Settlement Payment. Now, it is only
8 equitable that the Settlement Class also pay their pro rata share of attorneys' fees at a reasonable
9 percentage-of-recovery rate to compensate Class Counsel for their efforts in creating the common fund.
10 Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common
11 fund doctrine.

12 55. Courts have consistently recognized that the results achieved are an important factor to
13 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
14 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
15 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
16 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
17 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount of \$400,000.00
18 represents approximately 17.04% of Defendant's liability exposure in this matter as identified by
19 Plaintiff's expert.

20 56. The likelihood of establishing liability and recovering the full amount of damages was
21 extremely remote and the Gross Settlement Amount of \$400,000.00 from which the Settlement Class
22 will receive an estimated average payment of **\$1,389.25** and a high of \$6,232.94, represents an excellent
23 recovery for the Settlement Class considering Defendant's vigorous defense and the risks of continued
24 litigation.

25 57. In reaching this Settlement, Class Counsel carefully considered the strength of the case
26 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
27 class certification through trial. Plaintiff is confident about the strength of his claims. Nonetheless,
28

1 Plaintiff recognizes that Defendant has factual and legal defenses that, if successful, would potentially
2 defeat or substantially impair the value of the lawsuit.

3 58. Additionally, continuing to litigate this action would require continued and extensive
4 resources coupled with significant Court time to proceed through contested certification, trial, and post-
5 trial motions, which can often take years. Furthermore, wage and hour litigation is complex and
6 expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But
7 even if Plaintiff was successful at trial, Plaintiff is acutely aware that a judgment does not end the
8 litigation. Plaintiff fully expects that Defendant would likely appeal any judgment.

9 59. Considering these issues, the Gross Settlement Amount of \$400,000.00, is an excellent
10 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's
11 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
12 challenges of continued litigation, including but not limited to, maintaining class certification, and
13 establishing liability on all claims against Defendant. The Settlement commits Defendant to create a
14 Gross Settlement Amount, from which the Settlement Class will derive a *significant financial recovery*
15 for their alleged damages and extinguish the risks of continued litigation, including a potential
16 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
17 efforts would likely result in a delay of several years before this case would be resolved, with no
18 guarantee of recovery, whereas the Settlement provides for an average recovery of **\$1,389.25**, placing
19 it well within the range of reasonableness.

20 60. Furthermore, the Settlement Class greeted news of the Settlement with 100% of the
21 Settlement Class Members participating in the Settlement. The unanimous approval by the Settlement
22 Class Members evidences the positive overall result of the litigation.

23 61. Practice in the narrow area of wage and hour class action litigation requires skill,
24 knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily
25 translate into expertise in the other. Settlement Class Counsel must have expertise in both. The issues
26 presented in this case required more than just a general appreciation of wage and hour law and class
27 action procedure.

28 ///

1 62. For instance, the legal landscape surrounding Plaintiff's central claim, meal and rest
2 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
3 legal changes during this action in route to successfully negotiating a significant monetary
4 compensation for the Settlement Class.

5 63. The Settlement was possible only because Class Counsel was able to convince Defendant
6 that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class
7 certification through trial, overcome difficulties in proof as to monetary relief and take the case to trial
8 if need be. In successfully navigating these hurdles Class Counsel displayed the necessary dual skill
9 set.

10 64. Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant
11 risk that the litigation would yield no recovery after many years of work. Unlike counsel for Defendant,
12 who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not
13 been compensated for any time or expenses to date.

14 65. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
15 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
16 their case on a contingent basis and agree to advance either all or a significant portion of the costs.

17 66. Here, Class Counsel undertook this litigation on a purely contingency basis, thereby
18 bearing the risk that they would only receive remuneration for the substantial investment of time and
19 resources and hours and costs expended if Plaintiff was successful.

20 67. Additionally, in taking this case on a purely contingency basis, Class Counsel had to turn
21 away other fee generating work because the case required Class Counsel to not only devote considerable
22 time and resources to effectively prosecute and settle this action, but also wait until the Settlement is
23 fully funded before finally being made whole. Now, having overcome the obstacles surrounding
24 Plaintiff's claims and negotiated an excellent result on behalf of the Settlement Class, Class Counsel
25 should be compensated with a fee award properly reflecting these efforts.

26 68. Here, Class Counsel negotiated a one-third contingency fee arrangement, which is a
27 reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and
28 hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent

1 results achieved by this Settlement bear their pro rata share of the attorney's fees award to Class
2 Counsel.

3 **C. COSTS**

4 69. As of the date of this filing, Class Counsel have incurred a total of \$11,360.03 litigating
5 this action. (Zakay Law Group, APC - \$5,155.84 and JCL Law Firm, APC - \$6,204.19) prosecuting
6 this action. Zakay Law Group, APC's costs are reflected in the attached Exhibit "5." JCL Law Firm,
7 APC's costs are attached to the Declaration of Jean-Claude Lapuyade, Esq. filed concurrently herewith.

8 70. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged
9 to paying clients including the following: filing fees; copying; postage; factual and legal research
10 charges; mediation fees; and expert costs, which were all incurred during, and were necessary for the
11 successful prosecution of, the litigation and, therefore, should be reimbursed.

12 71. Consequently, Class Counsel incurred a total of \$11,360.03 successfully prosecuting this
13 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
14 the amount up to \$20,000.00 as provided for in the Settlement Agreement and based upon Class
15 Counsel's billing records.

16 **D. PLAINTIFF'S SERVICE AWARD**

17 72. As a preliminary matter, Plaintiff granted Defendant a broad and general release of all
18 claims arising from his employment. Settlement Agreement, § III(D). In exchange, the Class
19 Representative Service Award is, in part, intended to compensate Plaintiff for executing this general
20 release. Settlement Agreement § III(K)(9). More specifically, this broad release prevents Plaintiff from
21 pursuing any unrelated claims for wrongful termination, harassment, hostile workplace and/or
22 retaliation. This release is far broader than the release that binds the remainder of the Settlement Class.
23 Absent the Class Representative Service Award, there is no consideration for Plaintiff's broad general
24 release. Thus, the requested Class Representative Service Award can hardly be considered either a
25 "salary" or "bounty" for bringing suit. To the contrary, the Class Representative Service Award is the
26 sole consideration for him granting a general release. Moreover, the amount of the requested award of
27 \$10,000.00 for Plaintiff is fair compensation for the broad release.

28 ///

73. The amount of the requested Class Representative Service Award to Plaintiff for \$10,000.00 is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly awarded in similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No.

1 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement
2 payment); *Aguilar v. Cingular Wireless. LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011)
3 (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-
4 00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v.*
5 *Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding
6 \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-
7 CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R.*
8 *Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000
9 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal.
10 Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings,*
11 *Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement
12 payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino
13 County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

14 74. Further, after administering notice of this settlement, not one of the 152 Settlement Class
15 Members objected to the requested Class Representative Service Award. Again, the unanimous consent
16 favors the Court's approval of the requested Class Representative Service Award.

17 75. Equally important, the time, effort and services provided to the Settlement Class justifies
18 the requested Service Award. The Class Representative performed his duties to the Settlement Class
19 admirably. Plaintiff worked extensively with Class Counsel over the course of nearly three years of
20 investigation and litigation. For instance, Plaintiff also assisted with the review of documents,
21 preparation of pleadings, and location of witnesses. Similarly, Plaintiff searched, located, and produced
22 hundreds of documents in connection with the litigation and assisted Class Counsel in preparation of
23 the complaint and mediation brief.

24 76. Additionally, Plaintiff remained available and responsive throughout the entire litigation
25 to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the
26 Settlement Class on an important legal dispute affecting California employees. By way of example,
27 Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case was
28

1 unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the
2 rights of the Settlement Class.

3
4 I declare under the penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed this 8th day of November 2024, at San Diego, California

6
7 **ZAKAY LAW GROUP, APLC**

8 By: 
9 Shani O. Zakay, Esq.
10 Attorneys for Plaintiff
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff LUIS DE JESUS CLAUDIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LUIS DE JESUS CLAUDIO, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

UNI CARE HOME HEALTH INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00003063-CU-OE-CTL

[Complaint Filed: January 25, 2022]

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

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Luis De Jesus Claudio (hereinafter “Plaintiff”), an individual,
3 on behalf of himself, and on behalf of all persons similarly situated, and in his representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant Uni Care Home
5 Health Inc., a California corporation (“Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class and representative action lawsuit designated
8 *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, San Diego County
9 Superior Court, Case No. 37-2022-00003063-CU-OE-CTL, filed January 25, 2022.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
11 Class and PAGA Action Claims and Release of Claims.
- 12 C. “Aggrieved Employees” means all employees who are or previously were employed
13 by Uni Care Home Health Inc. who were paid in whole or in part on a piece-rate basis
14 and performed work in California during the PAGA Period.
- 15 D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the
16 PAGA Payment (\$20,000.00) that will be distributed to the Aggrieved Employees as
17 described in this Agreement.
- 18 E. “Class” or the “Class Members” means all employees who are or previously were
19 employed by Uni Care Home Health Inc. who were paid in whole or in part on a
20 piece-rate basis and performed work in California during the Class Period.
- 21 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
22 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 23 G. “Class Counsel Award” means the award of fees and expenses that the Court
24 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
25 the Class Members and the Aggrieved Employees in the Action, consisting of
26 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount
27 currently estimated to be \$133,333.33 out of \$400,000.00 plus costs of up to

\$20,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

I. "Class Period" means the period beginning January 25, 2018 to March 5, 2024.

J. "Class Representative" shall mean plaintiff Luis De Jesus Claudio.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendant" shall mean Uni Care Home Health Inc.

M. "Effective Date" means the later of: (a) if any Class Member validly submits a Notice of Objection, the date on which the time for appeals from any Order ruling on the objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a Class Member who validly submitted a Notice of Objection, from any Orders ruling on any objection or granting Final Approval of the Settlement; or (c) in the event there are no objections submitted and/or all objections submitted have been withdrawn, then the date the Court enters the Final Order and Judgment approving the Settlement.

N. "Final Approval" and/or "Final Approval Order" means the Court's order granting final approval of the Settlement and "Final Approval Date" means the date that the Court signs the Final Approval Order.

O. "Funding Date" shall mean the date by which Defendant must pay the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount plus the amount of the employer's side payroll tax to the Settlement Administrator within thirty (30) calendar

1 days after the Parties approve the Settlement Administrator’s final calculations of the
2 Settlement payments, which the Settlement Administrator shall provide within fifteen
3 (15) calendar days of the Effective Date.

4 P. “Gross Settlement Amount” means Four Hundred Thousand Dollars and Zero Cents
5 (\$400,000.00) that Defendant must pay into the QSF in connection with this
6 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
7 Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is
8 all-in with no reversion and *exclusive* of the employer’s share of payroll tax, if any,
9 triggered by any payment under this Settlement.

10 Q. “Individual Settlement Payments” means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member and excludes any amounts distributed to
12 Aggrieved Employees pursuant to PAGA.

13 R. “LWDA” shall mean the Labor and Workforce Development Agency.

14 S. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment
15 (\$15,000.00) payable to the to the LWDA.

16 T. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
17 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
18 Costs.

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

22 V. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on
23 March 16, 2022, in the San Diego County Superior Court.

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

- 1 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
3 Employees during the PAGA Period.
- 4 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked in
7 California.
- 8 Z. "PAGA Period" means the period beginning January 10, 2021 to March 5, 2024.
- 9 AA. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
10 to be allocated from the Gross Settlement Amount for settlement of PAGA Claims
11 asserted in the Action.
- 12 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
13 Plaintiff or Defendant, individually.
- 14 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided
15 by the total Workweeks for all Class Members.
- 16 DD. "Plaintiff" shall mean Luis De Jesus Claudio.
- 17 EE. "Plaintiff's and Defendant's Release" means all claims that were or could have been
18 made by Plaintiff in his individual capacity against the Released Parties (as defined
19 below), and all claims that were or could have been made by Defendant against
20 Plaintiff, including a waiver of any and all provisions of California Civil Code section
21 1542, except only for claims by law cannot be waived by private agreement.
- 22 FF. "QSF" means the Qualified Settlement Fund established, designated, and maintained
23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 GG. "Released Class Claims" shall mean the release from the Settlement Class Members
25 of all claims alleged in the Action or which could have been alleged in the Action
26 based on the facts alleged in the operative pleading (including without limitation for
27 violations or damages relating to meal periods, rest periods, pay stubs, off the clock

work, unpaid regular and overtime wages, late payment of wages, record keeping, record production, waiting time penalties and unreimbursed business expenses) which arose during the Class Period, and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

HH. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged in the Action or which could have been alleged in the Action based on the facts alleged in the operative pleading and/or Plaintiff's PAGA notice to the LWDA (including without limitation for violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime wages, late payment of wages, record keeping, record production, waiting time penalties and unreimbursed business expenses) which arose during the PAGA Period.

II. "Released Parties" shall mean Defendant, all related companies, and each of Defendant's subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors and assigns.

JJ. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to object or to opt out.

KK. "Service Award" means an award in the amount of \$10,000.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

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

1 MM. "Settlement Administration Costs" shall mean the amount paid to the Settlement
2 Administrator from the Gross Settlement Amount for administering the Settlement
3 pursuant to this Agreement currently estimated not to exceed \$5,500.00.

4 NN. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
5 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
6 Administrator establishes, designates, and maintains, as a QSF under Internal
7 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
8 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
9 the claims of Settlement Class Members. The Settlement Administrator shall maintain
10 the funds until distribution in an account(s) segregated from the assets of Defendant
11 and any person related to Defendant. *All accrued interest shall be paid and*
12 *distributed to the Settlement Class Members as part of their respective Individual*
13 *Settlement Payment.*

14 OO. "Settlement Class Members" or "Settlement Class" means all Class Members who
15 have not submitted a timely and valid request for exclusion as provided in this
16 Agreement.

17 PP. "Workweeks," for purposes of calculating the distribution of the Net Settlement
18 Amount, shall mean any seven (7) consecutive days beginning on Sunday and ending
19 on Saturday, in which a Class Member is employed and received any form of
20 compensation from Defendant. The Workweeks will be calculated based on
21 Defendant's workweek data and will be presumed to be correct, unless a particular
22 Class Member proves otherwise to the Settlement Administrator by credible written
23 evidence. All workweek disputes will be resolved and decided by the Settlement
24 Administrator, and the Settlement Administrator's decision on all workweeks
25 disputes will be final and non-appealable.

1 **II. RECITALS**

2 A. On January 10, 2022, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant.

4 B. On January 25, 2022, Plaintiff filed a complaint in the San Diego Superior Court,
5 Case No. 37-2022-00003063-CU-OE-CTL, alleging claims for:

6 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;

7 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
8 1197 & 1197.1;

9 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
10 *seq*;

11 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
12 226.7 & 512 and the Applicable IWC Wage Order;

13 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
14 226.7 & 512 and the Applicable IWC Wage Order;

15 6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
16 Code § 226;

17 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
18 202 and 203;

19 8. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
20 Lab. Code § 2802.

21 C. On March 16, 2022, Plaintiff filed the operative First Amended Complaint in the
22 Action, adding a ninth cause of action for Violations of the Private Attorney General
23 Act pursuant to Labo Code section 2698, *et seq*.

24 D. The Class Representative believes he has claims based on alleged violations of the
25 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
26 that class certification is appropriate because the prerequisites for class certification
27

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

3 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
5 Representative, alleged in the Operative Complaint, and/or alleged in the Class
6 Representative's PAGA notices to the LWDA are owed, and further contends that,
7 for any purpose other than settlement, the Action is not appropriate for class or
8 representative action treatment. Defendant contends, among other things, that at all
9 times they complied with the California Labor Code and the Industrial Welfare
10 Commission Wage Orders, and that Plaintiff's claims are required to be compelled to
11 individual arbitration pursuant to a valid Arbitration Agreement.

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

1 G. On April 12, 2023, the Parties participated in mediation presided over by Louis
2 Marlin, an experienced mediator of wage and hour class and PAGA actions.
3 Although the mediation was unsuccessful, the Parties ultimately accepted a
4 Mediator's settlement proposal, which was subsequently memorialized in the form of
5 a Memorandum of Understanding.

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

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

20 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
21 for any reason the settlement does not become effective, Defendant reserves the right
22 to contest certification of any class for any reason and reserve all available defenses
23 to the claims in the Action. The Settlement, this Agreement, and the Parties'
24 willingness to settle the Action will have no bearing on and will not be admissible in
25 connection with any further litigation of the Action other than to enforce the terms of
26 this Agreement.

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

1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Action, and
4 in exchange for the releases set forth below, Defendant will pay the sum of
5 the Individual Settlement Payments, the Service Award, the Class Counsel
6 Award, PAGA Payment, and the Settlement Administration Costs, as
7 specified in this Agreement, equal to the Gross Settlement Amount of Four
8 Hundred Thousand Dollars and Zero Cents (\$400,000.00). The Parties agree
9 that this is a non-reversionary Settlement and that no portion of the Gross
10 Settlement Amount shall revert to Defendant. Other than the Defendant's
11 share of employer payroll taxes and as provided in Section III.A.2 below,
12 Defendant shall not be required to pay more than the Gross Settlement
13 Amount.

14 2. Class Size. Defendant represents that the Class was comprised of
15 approximately 151 individuals who collectively worked approximately
16 12,332 Workweeks during the Class Period. If the final accounting of the
17 number of Workweeks during the Class Period is more than 12,543
18 Workweeks, Defendant shall notify Plaintiff and the Class Period will be
19 deemed to end on the date that the total number of Workweeks in the Class
20 Period exceeds 12,543.

21 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
22 into the QSF, through the Settlement Administrator on or before the Funding
23 Date. Any interest accrued will be added to the NSA and distributed to the
24 Settlement Class Members except that if final approval is reversed on appeal,
25 then Defendant is entitled to prompt return of the principal and all interest
26 accrued.

4. Defendant's 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 by the Funding Date.

B. Release by Settlement Class Members. Upon entry of final judgment and funding of the Gross Settlement Amount, 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.

C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against the Released Parties for the Released PAGA Claims.

D. General Release by the Parties. Upon entry of final judgment and funding of the Gross Settlement Amount, for the consideration set forth in this Agreement, the Plaintiff waives, releases, acquits and forever discharges the Released Parties, and Defendant waives, releases, acquits and forever discharges Plaintiff, from any and all claims, whether known or unknown, which exist or may exist on each respective Party's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, unfair competition claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the

1 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
2 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
3 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
4 California's Whistleblower Protection Act, California Business & Professions Code
5 Section 17200 et seq., and any and all claims arising under any federal, state or other
6 governmental statute, law, regulation or ordinance. The Parties also waive and
7 relinquish any and all claims, rights or benefits that they may have under California
8 Civil Code § 1542, which provides as follows:

9
10 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
11 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
12 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
13 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
14 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
15 ***OR RELEASED PARTY.***

16
17 Thus, notwithstanding the provisions of section 1542, and to implement a full and
18 complete release and discharge of the Released Parties and Plaintiff, the Parties
19 expressly acknowledge this Settlement Agreement is intended to include in its effect,
20 without limitation, all claims the Parties do not know or suspect to exist in each Party's
21 favor at the time of signing this Settlement Agreement, and that this Settlement
22 Agreement contemplates the extinguishment of any such claims. The Parties warrant
23 that they have read this Settlement Agreement, including this waiver of California
24 Civil Code section 1542, and that they have consulted with or had the opportunity to
25 consult with counsel of their choosing about this Settlement Agreement and
26 specifically about the waiver of section 1542, and that the Parties understand this
27 Settlement Agreement and the section 1542 waiver, and so the Parties freely and

1 knowingly enter into this Settlement Agreement. The Parties further acknowledge that
2 they later may discover facts different from or in addition to those they now know or
3 believe to be true regarding the matters released or described in this Settlement
4 Agreement, and even so the Parties agree that the releases and agreements contained
5 in this Settlement Agreement shall remain effective in all respects notwithstanding any
6 later discovery of any different or additional facts. The Parties expressly assume any
7 and all risk of any mistake in connection with the true facts involved in the matters,
8 disputes, or controversies released or described in this Settlement Agreement or with
9 regard to any facts now unknown to the Parties relating thereto. Nothing in this release
10 prevents or restricts the disclosure of factual information related to a claim filed in a
11 civil action or a complaint filed in an administrative action with respect to an act of
12 sexual assault, sexual harassment, or *any* prohibited workplace harassment or
13 discrimination, failure to prevent an act of workplace harassment or discrimination, or
14 retaliation against a person for reporting or opposing harassment or discrimination
15 under FEHA. The Parties acknowledge that they have had more than 5 business days
16 to consult an attorney of their choice, at their own expense, and that they have done
17 so. The Parties may sign this Agreement prior to the end of this period and if they do
18 so they specifically acknowledge and agree that their decision to accept this shortening
19 of time is knowing and voluntary and is not induced by the other Party through fraud,
20 misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of
21 the reasonable time period, or by providing different terms to employees who sign such
22 an agreement prior to the expiration of such time period.

23 E. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the
24 Final Order specified herein; (ii) the Court does not issue an order finally approving
25 the Settlement, as provided herein, or said order does not become final as a result of
26 the occurrence of the Effective Date; (iii) Defendant elects to terminate the Settlement
27 as set forth herein; or (iv) the Settlement does not become final for any other reason,

1 this Settlement Agreement shall be null and void and any order entered by the Court
2 in furtherance of this Settlement shall be treated as void from the beginning. In such
3 a case, the Parties shall be returned to their respective statuses as of the date and time
4 immediately prior to the execution of the MOU, and the Parties shall proceed in all
5 respects as if this Settlement Agreement had not been executed, except that in the event
6 Defendant elects to terminate the Settlement, Defendant shall be responsible for ½ of
7 the settlement administration costs incurred prior to termination. In the event appellate
8 review is sought prior to the Effective Date, administration of the Settlement shall be
9 stayed pending final resolution of the appeal. If the Settlement does not become final
10 because Defendant fails to fund the Gross Settlement Amount, Defendant shall be
11 responsible for all settlement administration costs incurred to that date. Certification
12 of the Class. The Parties stipulate to conditional class certification of the Class for the
13 Class Period for purposes of settlement only. In the event that this Settlement is not
14 approved by the Court, fails to become effective, or is reversed, withdrawn or modified
15 by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
16 resolution of the Released Class Claims and Released PAGA Claims, the conditional
17 class certification (obtained for any purpose) shall be void *ab initio* and of no force or
18 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding
19 for any purpose or with respect to any issue, substantive or procedural.

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

1 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
2 Payment.

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

21 H. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
22 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
23 Preliminary Approval and supporting papers, which shall include this Settlement
24 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three
25 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
26 review and comment upon the Motion before filing.

1 I. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representative, Class Counsel, LWDA, Class Members and Aggrieved
4 Employees; printing and mailing the Notice Packets to the Class Members as directed
5 by the Court; receiving and reporting the objections and requests for exclusion;
6 calculating, deducting and remitting all legally required taxes from Individual
7 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
8 Portion and the Interest Portion of the Individual Settlement Payments and/or
9 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
10 processing and mailing tax payments to the appropriate state and federal taxing
11 authorities; providing declaration(s) as necessary in support of preliminary and/or final
12 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
13 orders the Settlement Administrator to perform. The Settlement Administrator shall
14 keep the Parties timely apprised of the performance of all Settlement Administrator
15 responsibilities by among other things, sending a weekly status report to the Parties'
16 counsel stating the date of the mailing, the of number of opt outs from the Settlement
17 it receives (including the numbers of valid and deficient), and number of objections
18 received.

19 J. Notice Procedure.

20 1. Class Data. No later than ten (10) business days after the Preliminary
21 Approval Date, Defendant shall provide the Settlement Administrator with the
22 Class Data for purposes of preparing and mailing Notice Packets to the Class
23 Members.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class Action Settlement
26 in a form substantially similar to the form attached as **Exhibit A**. The
27 Notice of Class Action Settlement shall inform Class Members and

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

- 24 b) The Notice Packet's mailing envelope shall include the following
25 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
26 ENTITLED TO PARTICIPATE IN A CLASS ACTION
27 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR

ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.
4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) calendar days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if notice to any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class

Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding their Workweeks and/or PAGA Pay Periods, to provide documentation and/or an explanation to show a different calculation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp

on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release of the Released PAGA Claims as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion.

8. Defendant's Option to Terminate Settlement: Defendant retains the right, in the exercise of its sole discretion, to terminate the Settlement within twenty-one (21) calendar days after expiration of the Response Deadline, if ten percent (10%) or more of Class Members exclude themselves from the Settlement provided the Settlement Administrator has provided Defendant the number and percentage of valid and timely Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

9. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection

1 (“Notice of Objection”) by the Response Deadline. The postmark date of
2 mailing shall be deemed the exclusive means for determining if a Notice of
3 Objection was served timely. The Notice of Objection, if in writing, must be
4 signed by the Settlement Class Member and state: (1) the case name and
5 number; (2) the name of the Settlement Class Member; (3) the address of the
6 Settlement Class Member; (4) the last four digits of the Settlement Class
7 Member’s Social Security number; (5) the basis for the objection; and (6) if
8 the Settlement Class Member intends to appear at the Final
9 Approval/Settlement Fairness Hearing. Class Members who fail to make
10 objections in the manner specified herein shall be deemed to have waived any
11 objections and shall be foreclosed from making any objection (whether by
12 appeal or otherwise) to the Settlement Agreement and/or from appealing any
13 order by the Court approving the Settlement. No later than fourteen (14)
14 calendar days before the Final Approval Hearing, the Settlement
15 Administrator shall provide counsel for the Parties with complete copies of all
16 objections received, including the postmark dates for each objection. Class
17 Members who submit a timely Notice of Objection will have a right to appear
18 at the Final Approval Hearing in order to have their objections heard by the
19 Court. Class Members who do not submit a timely Notice of Objection may
20 still appear at the Final Approval Hearing, but only with the Court’s
21 permission. At no time shall any of the Parties or their counsel seek to solicit
22 or otherwise encourage Class Members to file or serve written objections to
23 the Settlement or appeal from the Order and Final Judgment. Class Members
24 who submit a written request for exclusion may not object to the Settlement.
25 Class Members may not object to the PAGA Settlement. Class Counsel shall
26 not represent any Class Member with respect to any such objection.

27 K. Allocation of the Gross Settlement Amount.

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

16 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
17 Class Data, the Settlement Administrator shall add up the total number of
18 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
19 The respective PAGA Pay Periods for each Aggrieved Employee will be
20 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
21 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
22 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
23 Aggrieved Employee Payment to calculate each Aggrieved Employee's
24 estimated share of the Aggrieved Employee Payment.

25 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
26 Settlement Payments shall be allocated and treated as 20% wages ("Wage
27 Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest

Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Administrator.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees 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 are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement Agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or

1 additional compensation or benefits as a result of having received the Individual
2 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees' last known mailing address no later than fifteen
6 (15) business days after the Funding Date.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
8 Employees shall remain valid and negotiable for one hundred and eighty (180)
9 days from the date of their issuance. In the event an Individual Settlement
10 Payment and/or Aggrieved Employee Payment check has not been cashed
11 within one hundred and eighty (180) days, all funds represented by such
12 uncashed checks, plus any interest accrued thereon, shall be transmitted to
13 consistent with Code of Civil Procedure section 384 to State Controller's
14 Unclaimed Property. Settlement Class Members and/or Aggrieved Employees
15 who do not cash any or all of their Settlement Payment checks, and who have
16 not excluded themselves from the Settlement Class, will nevertheless be
17 bound by the terms of the release by Class Members and Aggrieved
18 Employees, as detailed herein. .

19 9. Service Award. In addition to the Individual Settlement Payment as a
20 Settlement Class Member and his individual share of the Aggrieved Employee
21 Payment, Plaintiff will apply to the Court for an award of not more than
22 \$10,000.00, as the Service Award. Defendant will not oppose a Service
23 Award of not more than \$10,000.00 for Plaintiff. The Settlement
24 Administrator shall pay the Service Award, either in the amount stated herein
25 if approved by the Court or some other amount as approved by the Court, to
26 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
27 days after the Funding Date. Any portion of the requested Service Award that

1 is not awarded to the Class Representative shall be part of the Net Settlement
2 Amount and shall be distributed to Settlement Class Members as provided in
3 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
4 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
5 legally responsible to pay any and all applicable taxes on his Service Award
6 and shall hold harmless the Released Parties from any claim or liability for
7 taxes, penalties, or interest arising as a result of the Service Award. Approval
8 of this Settlement shall not be conditioned on Court approval of the requested
9 amount of the Service Award. If the Court reduces or does not approve the
10 requested Service Award, Plaintiff shall not have the right to revoke, withdraw
11 from, or nullify the Settlement, and the Settlement will remain binding.

- 12 10. Class Counsel Award. Defendant will not oppose Class Counsel requesting
13 Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
14 currently estimated to be One Hundred Thirty-Three Thousand Three
15 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) *and*
16 Attorneys' Expenses supported by declaration not to exceed Twenty
17 Thousand Dollars and Zero Cents (\$20,000.00). Any awarded Class Counsel
18 Award shall be paid from the Gross Settlement Amount. Any portion of the
19 requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to
20 Class Counsel shall be part of the Net Settlement Amount and shall be
21 distributed to Settlement Class Members as provided in this Agreement. The
22 Settlement Administrator shall allocate and pay the Class Counsel Award to
23 Class Counsel from the Gross Settlement Amount no later than fifteen (15)
24 calendar days after the Funding Date. Class Counsel shall be solely and
25 legally responsible to pay all applicable taxes on the payment made pursuant
26 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
27 — MISC to Class Counsel for the payments made pursuant to this paragraph.

1 If the Court reduces or does not approve the requested Class Counsel Award,
2 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
3 or to appeal such order, and the Settlement will remain binding.

4 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
5 shall be allocated from the Gross Settlement Amount for settlement of claims
6 for civil penalties under the Private Attorneys General Act of 2004 (“PAGA
7 Payment”). The Settlement Administrator shall pay seventy-five percent
8 (75%) of the PAGA Payment (\$15,000.00) to the California Labor and
9 Workforce Development Agency no later than fifteen (15) calendar days after
10 the Funding Date (hereinafter “LWDA Payment”). Twenty-five percent
11 (25%) of the PAGA Payment (\$5,000.00) will be distributed to the Aggrieved
12 Employees as described in this Agreement (referred to as the “Aggrieved
13 Employee Payment”).

14 12. Settlement Administration Costs. The Settlement Administrator shall be paid
15 for the costs of administration of the Settlement from the Gross Settlement
16 Amount. The estimate of the Settlement Administration Costs is \$5,500.00.
17 The Settlement Administrator shall be paid the Settlement Administration
18 Costs no later than fifteen (15) calendar days after the Funding Date.

19 L. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
20 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
21 twenty-eight (28) days following the expiration of the Response Deadline, which
22 motion shall request final approval of the Settlement and a determination of the
23 amounts payable for the Service Award, the Class Counsel Award, the PAGA
24 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant
25 with a draft of the Motion at least three (3) business days prior to the filing of the
26 Motion to give Defendant an opportunity to propose changes or additions to the
27 Motion.

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

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

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code § 2699(l) and notify the LWDA of the Settlement, including but not limited to, all Court orders and judgments related to the Settlement, within the required statutory and/or Court-prescribed deadlines.

- 1 P. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to implement the Settlement.
- 3 Q. Interim Stay of Proceedings. The Parties agree to hold all proceedings and deadlines
4 in the Action, except such proceedings necessary to implement and complete the
5 Settlement, in abeyance pending the Preliminary and Final Approval Hearings to be
6 conducted by the Superior Court. Said stay shall terminate if and when (1) the Court
7 permanently denies approval (preliminary or final) of the Settlement or, (2) the Court
8 issues an Order terminating the stay.
- 9 R. Defendant's Appeal: The Parties will submit a stipulation to the Court of Appeals in
10 Defendant's pending appeal to suspend or extend appellate deadlines to allow time for
11 settlement approval to occur. Defendant will dismiss the appeal upon final approval of
12 the Settlement. If the Court of Appeals rejects the Parties' stipulation to suspend or
13 extend the deadlines, the Parties will meet and confer in good faith in an effort to find
14 a solution which will allow the Parties to seek Settlement Approval without having to
15 incur further resources in prosecuting the Appeal but without Defendant's rights and
16 interests on appeal being prejudiced.
- 17 S. Amendment or Modification. This Agreement may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 19 T. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibit
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibit.
- 24 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate actions required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

V. No Public Comment: The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or within Plaintiff and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court approval." Plaintiff's Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiff and Plaintiff's counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with

1 their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's counsel from
2 citing the settlement in this case as evidence supporting their competence as counsel
3 in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's
4 counsel from communicating with the settlement administrator, Plaintiff in this case,
5 the LWDA, or with the court in which this action is pending; (iv) Plaintiff's counsel
6 to report on the settlement in other courts as may be required by the California Rules
7 of Court or when responding to any inquiry from another court; (v) Plaintiff's counsel
8 from discussing the settlement with the Settlement Class if contacted with questions
9 about the settlement or the distribution of settlement proceeds.

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

12 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
13 shall be governed by and interpreted according to the laws of the State of California.

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

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

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

- 1 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.
- 5 CC. Waiver of Certain Appeals. The Parties agree not to file an appeal of an order granting
6 final approval of the Settlement.
- 7 DD. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
8 preparation of this Agreement. Hence, in any construction made to this Agreement,
9 the same shall not be construed against any of the Parties. The Parties agree to take
10 all necessary measures to effectuate this Agreement according to its terms and scope.
- 11 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
12 Released Claims have merit and give rise to liability on the part of Defendant.
13 Defendant claims that the Released Claims have no merit and do not give rise to
14 liability. This Agreement is a compromise of disputed claims. Nothing contained in
15 this Agreement and no documents referred to and no action taken to carry out this
16 Agreement may be construed or used as an admission by or against the Defendant or
17 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
18 than as may be specifically set forth herein, each Party shall be responsible for and
19 shall bear its/his own attorney's fees and costs.
- 20 FF. Class Representative's Waiver of Right to Be Excluded or Object. The Class
21 Representative agrees to sign this Agreement and by signing this Agreement is bound
22 by the terms herein stated and further agrees not to request to be excluded from the
23 Settlement Class and agrees not to object to any of the terms of this Agreement. Non-
24 compliance by the Class Representative with this Paragraph shall be void and of no
25 force or effect. Any such requests for exclusion or objections shall therefore be void
26 and of no force or effect.

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

2 DATED: 05/29/2024


Luis De Jesus Claudio (May 29, 2024 08:07 PDT)

3

4

LUIS DE JESUS CLAUDIO

5

6

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

7 DATED: 05/30/2024



8

UNI CARE HOME HEALTH INC.

9

Albert Keshavarzi

10

Printed Name

11

CEO

12

Title

13

14

15

16

IT IS SO AGREED AS TO FORM BY COUNSEL:

17

18

DATED: 05/29/2024

JCL LAW FIRM, A.P.C.

19

By: 

20

Attorneys for Plaintiff and the Settlement Class
Members

21

22

23

DATED: 05/29/2024

ZAKAY LAW GROUP, APLC

24

By: 

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Attorneys for Plaintiff and the Settlement Class
Members

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DATED: May 30, 2024

FISHER & PHILLIPS LLP.

By: _____

David E. Amaya

Phillip G. Simpler

Julia A. Sherwood

Attorneys for Defendant

EXHIBIT A

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

**(Luis De Jesus Claudio v. Uni Care Home Health Inc., et al, San Diego County Superior Court Case No.
37-2022-00003063-CU-OE-CTL)**

**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 Individual Settlement Payment 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 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 . Directions are provided below.
Object	You may write to the Court about why you believe the settlement should not be approved. 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 Diego (the “Court”) has been reached between Plaintiff Luis De Jesus Claudio (“Plaintiff”) and Defendant Uni Care Home Health Inc. (“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 employees who are or previously were employed by Defendant who were paid in whole or in part on a piece-rate basis and performed work in California during period beginning January 25, 2018 to March 5, 2024 (“Class Period”).

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 January 10, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On January 25, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims against Defendant for: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay 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 Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (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. On March 16, 2022, Plaintiff filed the operative First Amended Complaint, adding a ninth cause of action for Violations of the Private Attorneys General Act pursuant to Labor Code section 2698, *et seq.* (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend 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.

On April 12, 2023, the Parties participated in an all-day mediation with Louis Marlin, an experienced mediator of wage and hour class and PAGA actions. The Parties ultimately accepted a Mediator’s settlement proposal and reached an agreement for 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, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

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:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$5,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and actually incurred litigation expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of 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 and Zero Cents (\$10,000.00) 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 \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs 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" shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all employees who are or previously were employed by Uni Care Home Health Inc. who were paid in whole or in part on a piece-rate basis and performed work in California during the period beginning January 10, 2021 to March 5, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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 ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages ("Wages Portion"). Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalties and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee 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.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees 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.

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?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release the Released Parties of all claims alleged in the Action or which could have been alleged in the Action based on the facts alleged in the operative pleading (including without limitation for violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime wages, late payment of wages, record keeping, record production, waiting time penalties and unreimbursed business expenses) which arose during the Class Period, and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged in the Action or which could have been alleged in the Action based on the facts alleged in the operative pleading and/or Plaintiff's PAGA notice to the LWDA (including without limitation for violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime wages, late payment of wages, record keeping, record production, waiting time penalties and unreimbursed business expenses) which arose during the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period January 25, 2018 to March 5, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (January 10, 2021 to March 5, 2024).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

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

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

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

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

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 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00003063-CU-OE-CTL. 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 *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, San Diego County Superior Court, Case No. 37-2022-00003063-CU-OE-CTL.

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 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

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:

David Amaya, Esq.
Phillip G. Simpler, Esq.
Julia Sherwood, Esq.
Fisher & Phillips LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
T: 858-597-9600
F: 858-597-9601

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 Diego County Superior Court, Department C-66, located at 330 West Broadway, San Diego, CA 92101 before Judge Kenneth Medel. 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. 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 who does not opt out 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 *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al., San Diego County Superior Court, Case No. 37-2022-00003063-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

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

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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Unclaimed Property fund subject to the requirements of California Code of Civil Procedure Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
Rachel Newman (State Bar #350826)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com
rachel@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LUIS DE JESUS CLAUDIO, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

UNI CARE HOME HEALTH INC., a California
Corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No. 37-2022-00003063-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: June 28, 2024
Time: 9:30 a.m.

Judge: Hon. Wendy M. Behan
Dept.: C-66

FILED
San Diego Superior Court

JUN 28 2024

Clerk of the Superior Court
By: H. Chavarin, Deputy

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
06/04/2024 at 04:52:28 PM
Clerk of the Superior Court
By Andrea Naranjo, Deputy Clerk

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Wendy M. Behan of the Superior Court of the
3 State of California, in and for the County of San Diego at 9:30 a.m. on June 28, 2024, with the attorneys
4 from the JCL Law Firm, APC and Zakay Law Group, APLC as counsel for Plaintiff LUIS DE JESUS
5 CLAUDIO ("Plaintiff"), counsel from Fisher & Phillips LLP appearing for Defendant UNI CARE
6 HOME HEALTH INC ("Defendant"). The Court, having carefully considered the briefs, argument of
7 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
8 Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
11 Claims and Release of Claims ("Settlement Agreement" or "Agreement") a true and correct copy of
12 which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement
13 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
14 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). It appears to the
19 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
20 to all potential Class Members when balanced against the probable outcome of further litigation relating
21 to certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has

1 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
2 that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. The Agreement specifies for Attorneys' Fees awarded to Class Counsel in the amount of
6 up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated to be One
7 Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
8 (\$133,333.33) *and* an award of Attorneys' Expenses not to exceed Twenty Dollars and Zero Cents
9 (\$20,000.00), and proposed Service Award to the Class Representative, Luis De Jesus Claudio, in an
10 amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear
11 to be within the range of reasonableness, the Court will not approve the Attorneys' Fees, Attorneys'
12 Expenses, or the Service Award, until the Final Approval Hearing. Class Counsel and the Class
13 Representative will be required to present evidence supporting these requests, including lodestar, prior
14 to final approval.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a
16 class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 All employees who are or previously were employed by Uni Care Home
20 Health Inc. who were paid in whole or in part on a piece-rate basis and
21 performed work in California during the period beginning January 25, 2018
22 to March 5, 2024.

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
25 Members are ascertainable and so numerous that joinder of all members of the Class Members is
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
27 community of interest amongst the Class Members with respect to the subject matter of the litigation;
28 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class

1 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action
2 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
3 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the
4 representative of the Class Members.

5 8. The Court provisionally appoints plaintiff Luis De Jesus Claudio as the representative of
6 the Class Members.

7 9. The Court provisionally appoints the attorneys of the JCL LAW FIRM, APC, and of
8 ZAKAY LAW GROUP, APLC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
10 to the Agreement as Exhibit "A". The Court finds that the Notice Packet appears to fully, and accurately
11 inform the Class Members of all material elements of the proposed Settlement, including Class
12 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each
13 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
14 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and
15 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
16 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
17 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
19 ten (10) business days of this order, Defendant shall provide, to the Settlement Administrator the Class
20 Data, including information regarding Class Members that Defendant will in good faith compile from
21 their records, including each Settlement Class Member's full name; last known address; Social Security
22 Number; start dates and end dates of employment. No later than twenty-one (21) calendar days after the
23 entry of this order, the Settlement Administrator shall mail the Notice Packet to all identified, potential
24 Class Members via first class U.S. Mail using the most current mailing address information available.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be
27 excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the
28 instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the

1 Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is
2 forty-five (45) calendar days after the date the Notice Packet is mailed to the Class Members or, in the
3 case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline.
4 Any such person who chooses to opt out of and be excluded from the Settlement of the Released Claims
5 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by
6 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not
7 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A
8 request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of
9 a group, class, or subclass of individuals is not permitted and will be deemed invalid.

10 13. Any Class Member who has not opted out may appear at the final approval hearing and
11 may object or express the Class Member's views regarding the Settlement and may present evidence and
12 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
13 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
14 Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement
15 Administrator.

16 14. A final approval hearing shall be held before this Court on 12/6/24 at
17 9:30 AM in Department C-66 of the San Diego County Superior Court to determine all necessary
18 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
19 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
20 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
21 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
22 to the Class Members; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Service Award,
23 the PAGA Payment, and the Claims Administration Expenses. All papers in support of the motion for
24 final approval and the motion for Attorneys' Fees, Attorneys' Expenses and Service Award shall be
25 filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

26 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
27 be construed as a concession or admission by Defendant in any way, and shall not be used as evidence
28 of, or used against Defendant as, an admission or indication in any way, including with respect to any

1 claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
2 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
3 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
4 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
5 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
6 limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
7 fault, wrongdoing, omission, concession or damage.

8 16. In the event the Settlement does not become effective in accordance with the terms of the
9 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
10 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
11 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
12 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
13 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
14 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

15 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
16 and all dates provided for in the Agreement without further notice to Class Members and retains
17 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18
19 IT IS SO ORDERED.

20
21 Dated: 6/28/24



22 JUDGE OF THE SUPERIOR COURT
23 WENDY M. BEHAN
24
25
26
27
28

EXHIBIT 1

ZAKAY LAW GROUP, APLC
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Attorneys for Plaintiff LUIS DE JESUS CLAUDIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LUIS DE JESUS CLAUDIO, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

UNI CARE HOME HEALTH INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00003063-CU-OE-CTL

[Complaint Filed: January 25, 2022]

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

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Luis De Jesus Claudio (hereinafter "Plaintiff"), an individual,
3 on behalf of himself, and on behalf of all persons similarly situated, and in his representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant Uni Care Home
5 Health Inc., a California corporation ("Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class and representative action lawsuit designated
8 *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, San Diego County
9 Superior Court, Case No. 37-2022-00003063-CU-OE-CTL, filed January 25, 2022.
- 10 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
11 Class and PAGA Action Claims and Release of Claims.
- 12 C. "Aggrieved Employees" means all employees who are or previously were employed
13 by Uni Care Home Health Inc. who were paid in whole or in part on a piece-rate basis
14 and performed work in California during the PAGA Period.
- 15 D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the
16 PAGA Payment (\$20,000.00) that will be distributed to the Aggrieved Employees as
17 described in this Agreement.
- 18 E. "Class" or the "Class Members" means all employees who are or previously were
19 employed by Uni Care Home Health Inc. who were paid in whole or in part on a
20 piece-rate basis and performed work in California during the Class Period.
- 21 F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
22 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 23 G. "Class Counsel Award" means the award of fees and expenses that the Court
24 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
25 the Class Members and the Aggrieved Employees in the Action, consisting of
26 attorneys' fees currently not to exceed one-third of the Gross Settlement Amount
27 currently estimated to be \$133,333.33 out of \$400,000.00 plus costs of up to

\$20,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

I. "Class Period" means the period beginning January 25, 2018 to March 5, 2024.

J. "Class Representative" shall mean plaintiff Luis De Jesus Claudio.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendant" shall mean Uni Care Home Health Inc.

M. "Effective Date" means the later of: (a) if any Class Member validly submits a Notice of Objection, the date on which the time for appeals from any Order ruling on the objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a Class Member who validly submitted a Notice of Objection, from any Orders ruling on any objection or granting Final Approval of the Settlement; or (c) in the event there are no objections submitted and/or all objections submitted have been withdrawn, then the date the Court enters the Final Order and Judgment approving the Settlement.

N. "Final Approval" and/or "Final Approval Order" means the Court's order granting final approval of the Settlement and "Final Approval Date" means the date that the Court signs the Final Approval Order.

O. "Funding Date" shall mean the date by which Defendant must pay the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount plus the amount of the employer's side payroll tax to the Settlement Administrator within thirty (30) calendar

1 days after the Parties approve the Settlement Administrator's final calculations of the
2 Settlement payments, which the Settlement Administrator shall provide within fifteen
3 (15) calendar days of the Effective Date.

4 P. "Gross Settlement Amount" means Four Hundred Thousand Dollars and Zero Cents
5 (\$400,000.00) that Defendant must pay into the QSF in connection with this
6 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
7 Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is
8 all-in with no reversion and *exclusive* of the employer's share of payroll tax, if any,
9 triggered by any payment under this Settlement.

10 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member and excludes any amounts distributed to
12 Aggrieved Employees pursuant to PAGA.

13 R. "LWDA" shall mean the Labor and Workforce Development Agency.

14 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
15 (\$15,000.00) payable to the to the LWDA.

16 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
17 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
18 Costs.

19 U. "Notice Packet" means the Class Notice to be provided to the Class Members by the
20 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
21 than formatting changes to facilitate printing by the Settlement Administrator).

22 V. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff on
23 March 16, 2022, in the San Diego County Superior Court.

24 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
25 Labor Code § 2698 *et seq.*

- 1 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
3 Employees during the PAGA Period.
- 4 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked in
7 California.
- 8 Z. "PAGA Period" means the period beginning January 10, 2021 to March 5, 2024.
- 9 AA. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
10 to be allocated from the Gross Settlement Amount for settlement of PAGA Claims
11 asserted in the Action.
- 12 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
13 Plaintiff or Defendant, individually.
- 14 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided
15 by the total Workweeks for all Class Members.
- 16 DD. "Plaintiff" shall mean Luis De Jesus Claudio.
- 17 EE. "Plaintiff's and Defendant's Release" means all claims that were or could have been
18 made by Plaintiff in his individual capacity against the Released Parties (as defined
19 below), and all claims that were or could have been made by Defendant against
20 Plaintiff, including a waiver of any and all provisions of California Civil Code section
21 1542, except only for claims by law cannot be waived by private agreement.
- 22 FF. "QSF" means the Qualified Settlement Fund established, designated, and maintained
23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 GG. "Released Class Claims" shall mean the release from the Settlement Class Members
25 of all claims alleged in the Action or which could have been alleged in the Action
26 based on the facts alleged in the operative pleading (including without limitation for
27 violations or damages relating to meal periods, rest periods, pay stubs, off the clock

1 work, unpaid regular and overtime wages, late payment of wages, record keeping,
2 record production, waiting time penalties and unreimbursed business expenses) which
3 arose during the Class Period, and, expressly excluding claims for vested benefits,
4 wrongful termination, unemployment insurance, disability, social security, workers'
5 compensation, and class claims outside of the Class Period.

6 HH. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of
7 all PAGA claims alleged in the Action or which could have been alleged in the Action
8 based on the facts alleged in the operative pleading and/or Plaintiff's PAGA notice to
9 the LWDA (including without limitation for violations or damages relating to meal
10 periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime
11 wages, late payment of wages, record keeping, record production, waiting time
12 penalties and unreimbursed business expenses) which arose during the PAGA Period.

13 II. "Released Parties" shall mean Defendant, all related companies, and each of
14 Defendant's subsidiaries, owners, shareholders, members, agents (including, without
15 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and
16 any past, present or future officers, directors and employees), predecessors,
17 successors and assigns.

18 JJ. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
19 Administrator mails Notice Packets to Class Members and the last date on which
20 Class Members may submit requests for exclusion or objections to the Settlement.
21 Neither side shall encourage any Class Member to object or to opt out.

22 KK. "Service Award" means an award in the amount of \$10,000.00 or in an amount that
23 the Court authorizes to be paid to the Class Representative, in addition to his
24 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
25 recognition of his efforts and risks in assisting with the prosecution of the Action.

26 LL. "Settlement" means the disposition of the Action pursuant to this Agreement.

1 MM. "Settlement Administration Costs" shall mean the amount paid to the Settlement
2 Administrator from the Gross Settlement Amount for administering the Settlement
3 pursuant to this Agreement currently estimated not to exceed \$5,500.00.

4 NN. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
5 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
6 Administrator establishes, designates, and maintains, as a QSF under Internal
7 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
8 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
9 the claims of Settlement Class Members. The Settlement Administrator shall maintain
10 the funds until distribution in an account(s) segregated from the assets of Defendant
11 and any person related to Defendant. *All accrued interest shall be paid and*
12 *distributed to the Settlement Class Members as part of their respective Individual*
13 *Settlement Payment.*

14 OO. "Settlement Class Members" or "Settlement Class" means all Class Members who
15 have not submitted a timely and valid request for exclusion as provided in this
16 Agreement.

17 PP. "Workweeks," for purposes of calculating the distribution of the Net Settlement
18 Amount, shall mean any seven (7) consecutive days beginning on Sunday and ending
19 on Saturday, in which a Class Member is employed and received any form of
20 compensation from Defendant. The Workweeks will be calculated based on
21 Defendant's workweek data and will be presumed to be correct, unless a particular
22 Class Member proves otherwise to the Settlement Administrator by credible written
23 evidence. All workweek disputes will be resolved and decided by the Settlement
24 Administrator, and the Settlement Administrator's decision on all workweeks
25 disputes will be final and non-appealable.

1 **II. RECITALS**

2 A. On January 10, 2022, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant.

4 B. On January 25, 2022, Plaintiff filed a complaint in the San Diego Superior Court,
5 Case No. 37-2022-00003063-CU-OE-CTL, alleging claims for:

- 6 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
- 7 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
8 1197 & 1197.1;
- 9 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
10 *seq*;
- 11 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
12 226.7 & 512 and the Applicable IWC Wage Order;
- 13 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
14 226.7 & 512 and the Applicable IWC Wage Order;
- 15 6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
16 Code § 226;
- 17 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
18 202 and 203;
- 19 8. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
20 Lab. Code § 2802.

21 C. On March 16, 2022, Plaintiff filed the operative First Amended Complaint in the
22 Action, adding a ninth cause of action for Violations of the Private Attorney General
23 Act pursuant to Labo Code section 2698, *et seq*.

24 D. The Class Representative believes he has claims based on alleged violations of the
25 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
26 that class certification is appropriate because the prerequisites for class certification
27

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

3 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
5 Representative, alleged in the Operative Complaint, and/or alleged in the Class
6 Representative's PAGA notices to the LWDA are owed, and further contends that,
7 for any purpose other than settlement, the Action is not appropriate for class or
8 representative action treatment. Defendant contends, among other things, that at all
9 times they complied with the California Labor Code and the Industrial Welfare
10 Commission Wage Orders, and that Plaintiff's claims are required to be compelled to
11 individual arbitration pursuant to a valid Arbitration Agreement.

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

1 G. On April 12, 2023, the Parties participated in mediation presided over by Louis
2 Marlin, an experienced mediator of wage and hour class and PAGA actions.
3 Although the mediation was unsuccessful, the Parties ultimately accepted a
4 Mediator's settlement proposal, which was subsequently memorialized in the form of
5 a Memorandum of Understanding.

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

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

20 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
21 for any reason the settlement does not become effective, Defendant reserves the right
22 to contest certification of any class for any reason and reserve all available defenses
23 to the claims in the Action. The Settlement, this Agreement, and the Parties'
24 willingness to settle the Action will have no bearing on and will not be admissible in
25 connection with any further litigation of the Action other than to enforce the terms of
26 this Agreement.

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

1 **III. TERMS OF AGREEMENT**

2 **A. Settlement Consideration and Settlement Payments by Defendant.**

3 1. Settlement Consideration. In full and complete settlement of the Action, and
4 in exchange for the releases set forth below, Defendant will pay the sum of
5 the Individual Settlement Payments, the Service Award, the Class Counsel
6 Award, PAGA Payment, and the Settlement Administration Costs, as
7 specified in this Agreement, equal to the Gross Settlement Amount of Four
8 Hundred Thousand Dollars and Zero Cents (\$400,000.00). The Parties agree
9 that this is a non-reversionary Settlement and that no portion of the Gross
10 Settlement Amount shall revert to Defendant. Other than the Defendant's
11 share of employer payroll taxes and as provided in Section III.A.2 below,
12 Defendant shall not be required to pay more than the Gross Settlement
13 Amount.

14 2. Class Size. Defendant represents that the Class was comprised of
15 approximately 151 individuals who collectively worked approximately
16 12,332 Workweeks during the Class Period. If the final accounting of the
17 number of Workweeks during the Class Period is more than 12,543
18 Workweeks, Defendant shall notify Plaintiff and the Class Period will be
19 deemed to end on the date that the total number of Workweeks in the Class
20 Period exceeds 12,543.

21 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
22 into the QSF, through the Settlement Administrator on or before the Funding
23 Date. Any interest accrued will be added to the NSA and distributed to the
24 Settlement Class Members except that if final approval is reversed on appeal,
25 then Defendant is entitled to prompt return of the principal and all interest
26 accrued.

4. Defendant's 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 by the Funding Date.

B. Release by Settlement Class Members. Upon entry of final judgment and funding of the Gross Settlement Amount, 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.

C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against the Released Parties for the Released PAGA Claims.

D. General Release by the Parties. Upon entry of final judgment and funding of the Gross Settlement Amount, for the consideration set forth in this Agreement, the Plaintiff waives, releases, acquits and forever discharges the Released Parties, and Defendant waives, releases, acquits and forever discharges Plaintiff, from any and all claims, whether known or unknown, which exist or may exist on each respective Party's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, unfair competition claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the

1 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
2 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
3 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
4 California's Whistleblower Protection Act, California Business & Professions Code
5 Section 17200 et seq., and any and all claims arising under any federal, state or other
6 governmental statute, law, regulation or ordinance. The Parties also waive and
7 relinquish any and all claims, rights or benefits that they may have under California
8 Civil Code § 1542, which provides as follows:

9
10 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
11 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
12 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
13 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
14 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
15 ***OR RELEASED PARTY.***

16
17 Thus, notwithstanding the provisions of section 1542, and to implement a full and
18 complete release and discharge of the Released Parties and Plaintiff, the Parties
19 expressly acknowledge this Settlement Agreement is intended to include in its effect,
20 without limitation, all claims the Parties do not know or suspect to exist in each Party's
21 favor at the time of signing this Settlement Agreement, and that this Settlement
22 Agreement contemplates the extinguishment of any such claims. The Parties warrant
23 that they have read this Settlement Agreement, including this waiver of California
24 Civil Code section 1542, and that they have consulted with or had the opportunity to
25 consult with counsel of their choosing about this Settlement Agreement and
26 specifically about the waiver of section 1542, and that the Parties understand this
27 Settlement Agreement and the section 1542 waiver, and so the Parties freely and

1 knowingly enter into this Settlement Agreement. The Parties further acknowledge that
2 they later may discover facts different from or in addition to those they now know or
3 believe to be true regarding the matters released or described in this Settlement
4 Agreement, and even so the Parties agree that the releases and agreements contained
5 in this Settlement Agreement shall remain effective in all respects notwithstanding any
6 later discovery of any different or additional facts. The Parties expressly assume any
7 and all risk of any mistake in connection with the true facts involved in the matters,
8 disputes, or controversies released or described in this Settlement Agreement or with
9 regard to any facts now unknown to the Parties relating thereto. Nothing in this release
10 prevents or restricts the disclosure of factual information related to a claim filed in a
11 civil action or a complaint filed in an administrative action with respect to an act of
12 sexual assault, sexual harassment, or *any* prohibited workplace harassment or
13 discrimination, failure to prevent an act of workplace harassment or discrimination, or
14 retaliation against a person for reporting or opposing harassment or discrimination
15 under FEHA. The Parties acknowledge that they have had more than 5 business days
16 to consult an attorney of their choice, at their own expense, and that they have done
17 so. The Parties may sign this Agreement prior to the end of this period and if they do
18 so they specifically acknowledge and agree that their decision to accept this shortening
19 of time is knowing and voluntary and is not induced by the other Party through fraud,
20 misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of
21 the reasonable time period, or by providing different terms to employees who sign such
22 an agreement prior to the expiration of such time period.

23 E. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the
24 Final Order specified herein; (ii) the Court does not issue an order finally approving
25 the Settlement, as provided herein, or said order does not become final as a result of
26 the occurrence of the Effective Date; (iii) Defendant elects to terminate the Settlement
27 as set forth herein; or (iv) the Settlement does not become final for any other reason,

1 this Settlement Agreement shall be null and void and any order entered by the Court
2 in furtherance of this Settlement shall be treated as void from the beginning. In such
3 a case, the Parties shall be returned to their respective statuses as of the date and time
4 immediately prior to the execution of the MOU, and the Parties shall proceed in all
5 respects as if this Settlement Agreement had not been executed, except that in the event
6 Defendant elects to terminate the Settlement, Defendant shall be responsible for ½ of
7 the settlement administration costs incurred prior to termination. In the event appellate
8 review is sought prior to the Effective Date, administration of the Settlement shall be
9 stayed pending final resolution of the appeal. If the Settlement does not become final
10 because Defendant fails to fund the Gross Settlement Amount, Defendant shall be
11 responsible for all settlement administration costs incurred to that date. Certification
12 of the Class. The Parties stipulate to conditional class certification of the Class for the
13 Class Period for purposes of settlement only. In the event that this Settlement is not
14 approved by the Court, fails to become effective, or is reversed, withdrawn or modified
15 by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
16 resolution of the Released Class Claims and Released PAGA Claims, the conditional
17 class certification (obtained for any purpose) shall be void *ab initio* and of no force or
18 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding
19 for any purpose or with respect to any issue, substantive or procedural.

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

1 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
2 Payment.

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

21 H. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
22 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
23 Preliminary Approval and supporting papers, which shall include this Settlement
24 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three
25 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
26 review and comment upon the Motion before filing.

1 I. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representative, Class Counsel, LWDA, Class Members and Aggrieved
4 Employees; printing and mailing the Notice Packets to the Class Members as directed
5 by the Court; receiving and reporting the objections and requests for exclusion;
6 calculating, deducting and remitting all legally required taxes from Individual
7 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
8 Portion and the Interest Portion of the Individual Settlement Payments and/or
9 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
10 processing and mailing tax payments to the appropriate state and federal taxing
11 authorities; providing declaration(s) as necessary in support of preliminary and/or final
12 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
13 orders the Settlement Administrator to perform. The Settlement Administrator shall
14 keep the Parties timely apprised of the performance of all Settlement Administrator
15 responsibilities by among other things, sending a weekly status report to the Parties'
16 counsel stating the date of the mailing, the of number of opt outs from the Settlement
17 it receives (including the numbers of valid and deficient), and number of objections
18 received.

19 J. Notice Procedure.

20 1. Class Data. No later than ten (10) business days after the Preliminary
21 Approval Date, Defendant shall provide the Settlement Administrator with the
22 Class Data for purposes of preparing and mailing Notice Packets to the Class
23 Members.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class Action Settlement
26 in a form substantially similar to the form attached as Exhibit A. The
27 Notice of Class Action Settlement shall inform Class Members and
28

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

- 24 b) The Notice Packet's mailing envelope shall include the following
25 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
26 ENTITLED TO PARTICIPATE IN A CLASS ACTION
27 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR

1 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
2 NOTICE.”

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

13 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
14 Administrator as non-delivered on or before the Response Deadline shall be
15 re-mailed to any forwarding address provided within seven (7) calendar days
16 of receiving the returned notice. If no forwarding address is provided, the
17 Settlement Administrator shall promptly attempt to determine a correct
18 address by lawful use of skip-tracing, or other search using the name, address
19 and/or Social Security number of the Class Member involved, and shall then
20 perform a re-mailing, if another mailing address is identified by the Settlement
21 Administrator. In addition, if notice to any Class Member who is currently
22 employed by Defendant, is returned to the Settlement Administrator, as non-
23 delivered and no forwarding address is provided, the Settlement Administrator
24 shall notify Defendant. Defendant will request that the currently employed
25 Class Member provide a corrected address and transmit to the Settlement
26 Administrator any corrected address provided by the Class Member. Class
27

Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding their Workweeks and/or PAGA Pay Periods, to provide documentation and/or an explanation to show a different calculation. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp

on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release of the Released PAGA Claims as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion.

8. Defendant's Option to Terminate Settlement: Defendant retains the right, in the exercise of its sole discretion, to terminate the Settlement within twenty-one (21) calendar days after expiration of the Response Deadline, if ten percent (10%) or more of Class Members exclude themselves from the Settlement provided the Settlement Administrator has provided Defendant the number and percentage of valid and timely Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

9. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection

1 ("Notice of Objection") by the Response Deadline. The postmark date of
2 mailing shall be deemed the exclusive means for determining if a Notice of
3 Objection was served timely. The Notice of Objection, if in writing, must be
4 signed by the Settlement Class Member and state: (1) the case name and
5 number; (2) the name of the Settlement Class Member; (3) the address of the
6 Settlement Class Member; (4) the last four digits of the Settlement Class
7 Member's Social Security number; (5) the basis for the objection; and (6) if
8 the Settlement Class Member intends to appear at the Final
9 Approval/Settlement Fairness Hearing. Class Members who fail to make
10 objections in the manner specified herein shall be deemed to have waived any
11 objections and shall be foreclosed from making any objection (whether by
12 appeal or otherwise) to the Settlement Agreement and/or from appealing any
13 order by the Court approving the Settlement. No later than fourteen (14)
14 calendar days before the Final Approval Hearing, the Settlement
15 Administrator shall provide counsel for the Parties with complete copies of all
16 objections received, including the postmark dates for each objection. Class
17 Members who submit a timely Notice of Objection will have a right to appear
18 at the Final Approval Hearing in order to have their objections heard by the
19 Court. Class Members who do not submit a timely Notice of Objection may
20 still appear at the Final Approval Hearing, but only with the Court's
21 permission. At no time shall any of the Parties or their counsel seek to solicit
22 or otherwise encourage Class Members to file or serve written objections to
23 the Settlement or appeal from the Order and Final Judgment. Class Members
24 who submit a written request for exclusion may not object to the Settlement.
25 Class Members may not object to the PAGA Settlement. Class Counsel shall
26 not represent any Class Member with respect to any such objection.

27 K. Allocation of the Gross Settlement Amount.

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

16 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
17 Class Data, the Settlement Administrator shall add up the total number of
18 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
19 The respective PAGA Pay Periods for each Aggrieved Employee will be
20 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
21 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
22 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
23 Aggrieved Employee Payment to calculate each Aggrieved Employee's
24 estimated share of the Aggrieved Employee Payment.

25 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
26 Settlement Payments shall be allocated and treated as 20% wages ("Wage
27 Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest

1 Portion"). The Wage Portion of the Individual Settlement Payments shall be
2 reported on IRS Form W-2 and the Penalties and Interest Portion of the
3 Individual Settlement Payments shall be reported on IRS Form 1099 issued
4 by the Settlement Administrator.

5 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
6 Employee Settlement Payments shall be allocated and treated as 100%
7 penalties and shall be reported on IRS Form 1099.

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

19 6. All monies received by Settlement Class Members under the Settlement which
20 are attributable to wages shall constitute income to such Settlement Class
21 Members solely in the year in which such monies are received by the Settlement
22 Class Members. It is the intent of the Parties that Individual Settlement
23 Payments and individual shares of the PAGA Payment provided for in this
24 Settlement Agreement are the sole payments to be made by Defendant to
25 Settlement Class Members and/or Aggrieved Employees in connection with this
26 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
27 Class Members and/or Aggrieved Employees are not entitled to any new or

1 additional compensation or benefits as a result of having received the Individual
2 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees' last known mailing address no later than fifteen
6 (15) business days after the Funding Date.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
8 Employees shall remain valid and negotiable for one hundred and eighty (180)
9 days from the date of their issuance. In the event an Individual Settlement
10 Payment and/or Aggrieved Employee Payment check has not been cashed
11 within one hundred and eighty (180) days, all funds represented by such
12 uncashed checks, plus any interest accrued thereon, shall be transmitted to
13 consistent with Code of Civil Procedure section 384 to State Controller's
14 Unclaimed Property. Settlement Class Members and/or Aggrieved Employees
15 who do not cash any or all of their Settlement Payment checks, and who have
16 not excluded themselves from the Settlement Class, will nevertheless be
17 bound by the terms of the release by Class Members and Aggrieved
18 Employees, as detailed herein. .

19 9. Service Award. In addition to the Individual Settlement Payment as a
20 Settlement Class Member and his individual share of the Aggrieved Employee
21 Payment, Plaintiff will apply to the Court for an award of not more than
22 \$10,000.00, as the Service Award. Defendant will not oppose a Service
23 Award of not more than \$10,000.00 for Plaintiff. The Settlement
24 Administrator shall pay the Service Award, either in the amount stated herein
25 if approved by the Court or some other amount as approved by the Court, to
26 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
27 days after the Funding Date. Any portion of the requested Service Award that

1 is not awarded to the Class Representative shall be part of the Net Settlement
2 Amount and shall be distributed to Settlement Class Members as provided in
3 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
4 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
5 legally responsible to pay any and all applicable taxes on his Service Award
6 and shall hold harmless the Released Parties from any claim or liability for
7 taxes, penalties, or interest arising as a result of the Service Award. Approval
8 of this Settlement shall not be conditioned on Court approval of the requested
9 amount of the Service Award. If the Court reduces or does not approve the
10 requested Service Award, Plaintiff shall not have the right to revoke, withdraw
11 from, or nullify the Settlement, and the Settlement will remain binding.

- 12 10. Class Counsel Award. Defendant will not oppose Class Counsel requesting
13 Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
14 currently estimated to be One Hundred Thirty-Three Thousand Three
15 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) *and*
16 Attorneys' Expenses supported by declaration not to exceed Twenty
17 Thousand Dollars and Zero Cents (\$20,000.00). Any awarded Class Counsel
18 Award shall be paid from the Gross Settlement Amount. Any portion of the
19 requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to
20 Class Counsel shall be part of the Net Settlement Amount and shall be
21 distributed to Settlement Class Members as provided in this Agreement. The
22 Settlement Administrator shall allocate and pay the Class Counsel Award to
23 Class Counsel from the Gross Settlement Amount no later than fifteen (15)
24 calendar days after the Funding Date. Class Counsel shall be solely and
25 legally responsible to pay all applicable taxes on the payment made pursuant
26 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
27 — MISC to Class Counsel for the payments made pursuant to this paragraph.

1 If the Court reduces or does not approve the requested Class Counsel Award,
2 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
3 or to appeal such order, and the Settlement will remain binding.

4 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
5 shall be allocated from the Gross Settlement Amount for settlement of claims
6 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA
7 Payment"). The Settlement Administrator shall pay seventy-five percent
8 (75%) of the PAGA Payment (\$15,000.00) to the California Labor and
9 Workforce Development Agency no later than fifteen (15) calendar days after
10 the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent
11 (25%) of the PAGA Payment (\$5,000.00) will be distributed to the Aggrieved
12 Employees as described in this Agreement (referred to as the "Aggrieved
13 Employee Payment").

14 12. Settlement Administration Costs. The Settlement Administrator shall be paid
15 for the costs of administration of the Settlement from the Gross Settlement
16 Amount. The estimate of the Settlement Administration Costs is \$5,500.00.
17 The Settlement Administrator shall be paid the Settlement Administration
18 Costs no later than fifteen (15) calendar days after the Funding Date.

19 L. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
20 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
21 twenty-eight (28) days following the expiration of the Response Deadline, which
22 motion shall request final approval of the Settlement and a determination of the
23 amounts payable for the Service Award, the Class Counsel Award, the PAGA
24 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant
25 with a draft of the Motion at least three (3) business days prior to the filing of the
26 Motion to give Defendant an opportunity to propose changes or additions to the
27 Motion.

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

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

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code § 2699(l) and notify the LWDA of the Settlement, including but not limited to, all Court orders and judgments related to the Settlement, within the required statutory and/or Court-prescribed deadlines.

1 P. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to implement the Settlement.

3 Q. Interim Stay of Proceedings. The Parties agree to hold all proceedings and deadlines
4 in the Action, except such proceedings necessary to implement and complete the
5 Settlement, in abeyance pending the Preliminary and Final Approval Hearings to be
6 conducted by the Superior Court. Said stay shall terminate if and when (1) the Court
7 permanently denies approval (preliminary or final) of the Settlement or, (2) the Court
8 issues an Order terminating the stay.

9 R. Defendant's Appeal: The Parties will submit a stipulation to the Court of Appeals in
10 Defendant's pending appeal to suspend or extend appellate deadlines to allow time for
11 settlement approval to occur. Defendant will dismiss the appeal upon final approval of
12 the Settlement. If the Court of Appeals rejects the Parties' stipulation to suspend or
13 extend the deadlines, the Parties will meet and confer in good faith in an effort to find
14 a solution which will allow the Parties to seek Settlement Approval without having to
15 incur further resources in prosecuting the Appeal but without Defendant's rights and
16 interests on appeal being prejudiced.

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

19 T. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibit
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibit.

24 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate actions required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

V. No Public Comment: The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or within Plaintiff and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court approval." Plaintiff's Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiff and Plaintiff's counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with

1 their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's counsel from
2 citing the settlement in this case as evidence supporting their competence as counsel
3 in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's
4 counsel from communicating with the settlement administrator, Plaintiff in this case,
5 the LWDA, or with the court in which this action is pending; (iv) Plaintiff's counsel
6 to report on the settlement in other courts as may be required by the California Rules
7 of Court or when responding to any inquiry from another court; (v) Plaintiff's counsel
8 from discussing the settlement with the Settlement Class if contacted with questions
9 about the settlement or the distribution of settlement proceeds.

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

12 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
13 shall be governed by and interpreted according to the laws of the State of California.

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

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

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

- 1 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.
- 5 CC. Waiver of Certain Appeals. The Parties agree not to file an appeal of an order granting
6 final approval of the Settlement.
- 7 DD. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
8 preparation of this Agreement. Hence, in any construction made to this Agreement,
9 the same shall not be construed against any of the Parties. The Parties agree to take
10 all necessary measures to effectuate this Agreement according to its terms and scope.
- 11 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
12 Released Claims have merit and give rise to liability on the part of Defendant.
13 Defendant claims that the Released Claims have no merit and do not give rise to
14 liability. This Agreement is a compromise of disputed claims. Nothing contained in
15 this Agreement and no documents referred to and no action taken to carry out this
16 Agreement may be construed or used as an admission by or against the Defendant or
17 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
18 than as may be specifically set forth herein, each Party shall be responsible for and
19 shall bear its/his own attorney's fees and costs.
- 20 FF. Class Representative's Waiver of Right to Be Excluded or Object. The Class
21 Representative agrees to sign this Agreement and by signing this Agreement is bound
22 by the terms herein stated and further agrees not to request to be excluded from the
23 Settlement Class and agrees not to object to any of the terms of this Agreement. Non-
24 compliance by the Class Representative with this Paragraph shall be void and of no
25 force or effect. Any such requests for exclusion or objections shall therefore be void
26 and of no force or effect.

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

2 DATED: 05/29/2024

Luis De Jesus Claudio (May 29, 2024 08:07 PDT)

3
4 LUIS DE JESUS CLAUDIO

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6
7 DATED: 05/30/2024

Albert Keshavarzi

8 UNI CARE HOME HEALTH INC.

9 Albert Keshavarzi

10 Printed Name

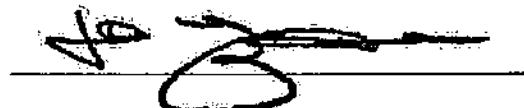
11 CEO

12 Title

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15 IT IS SO AGREED AS TO FORM BY COUNSEL:

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17 DATED: 05/29/2024

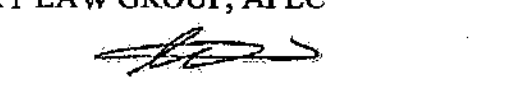
JCL LAW FIRM, A.P.C.

18
19 By: 

20 Attorneys for Plaintiff and the Settlement Class
21 Members

22 DATED: 05/29/2024

ZAKAY LAW GROUP, APLC

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24 By: 

25 Attorneys for Plaintiff and the Settlement Class
26 Members

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DATED: May 30, 2024

FISHER & PHILLIPS LLP.
By: 
David E. Amaya
Phillip G. Simpler
Julia A. Sherwood

Attorneys for Defendant

EXHIBIT A

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

**(Luis De Jesus Claudio v. Uni Care Home Health Inc., et al, San Diego County Superior Court Case No.
37-2022-00003063-CU-OE-CTL)**

**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 Individual Settlement Payment is: \$<<[]>>. 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 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. Directions are provided below.
Object	You may write to the Court about why you believe the settlement should not be approved. 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 Diego (the "Court") has been reached between Plaintiff Luis De Jesus Claudio ("Plaintiff") and Defendant Uni Care Home Health Inc. ("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 employees who are or previously were employed by Defendant who were paid in whole or in part on a piece-rate basis and performed work in California during period beginning January 25, 2018 to March 5, 2024 ("Class Period").

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 January 10, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On January 25, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims against Defendant for: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay 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 Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (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. On March 16, 2022, Plaintiff filed the operative First Amended Complaint, adding a ninth cause of action for Violations of the Private Attorneys General Act pursuant to Labor Code section 2698, *et seq.* (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend 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.

On April 12, 2023, the Parties participated in an all-day mediation with Louis Marlin, an experienced mediator of wage and hour class and PAGA actions. The Parties ultimately accepted a Mediator’s settlement proposal and reached an agreement for 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, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

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:

- **Settlement Administration Costs.** Payment to the Settlement Administrator, estimated not to exceed \$5,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- **Class Counsel Award.** Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and actually incurred litigation expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of 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 and Zero Cents (\$10,000.00) 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 \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- **Calculation of Payments to Settlement Class Members.** After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs 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" shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.
- **Calculation of Aggrieved Employees Payments to Aggrieved Employees.** The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all employees who are or previously were employed by Uni Care Home Health Inc. who were paid in whole or in part on a piece-rate basis and performed work in California during the period beginning January 10, 2021 to March 5, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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 ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages ("Wages Portion"). Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalties and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee 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.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees 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.

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?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release the Released Parties of all claims alleged in the Action or which could have been alleged in the Action based on the facts alleged in the operative pleading (including without limitation for violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime wages, late payment of wages, record keeping, record production, waiting time penalties and unreimbursed business expenses) which arose during the Class Period, and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged in the Action or which could have been alleged in the Action based on the facts alleged in the operative pleading and/or Plaintiff's PAGA notice to the LWDA (including without limitation for violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime wages, late payment of wages, record keeping, record production, waiting time penalties and unreimbursed business expenses) which arose during the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period January 25, 2018 to March 5, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (January 10, 2021 to March 5, 2024).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

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

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

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

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

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 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00003063-CU-OE-CTL. 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 *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, San Diego County Superior Court, Case No. 37-2022-00003063-CU-OE-CTL.

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 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

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:

David Amaya, Esq.

Phillip G. Simpler, Esq.

Julia Sherwood, Esq.

Fisher & Phillips LLP

4747 Executive Drive, Suite 1000

San Diego, CA 92121

T: 858-597-9600

F: 858-597-9601

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 Diego County Superior Court, Department C-66, located at 330 West Broadway, San Diego, CA 92101 before Judge Kenneth Medel. 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. 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 who does not opt out 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 *Luis De Jesus Claudio v. Uni Care Home Health Inc., et al.*, San Diego County Superior Court, Case No. 37-2022-00003063-CU-OE-CTL, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

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

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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Unclaimed Property fund subject to the requirements of California Code of Civil Procedure Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

Elizabeth Flores

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, June 4, 2024 4:37 PM
To: Elizabeth Flores
Subject: Thank you for your Proposed Settlement Submission

06/04/2024 04:35:54 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliz%40zakaylaw.com%7C9f158aa6b9d74148619b08dc84ef2ae6%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638531409953023872%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikh1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=Lgz0%2BVdVraNBaykW1swo7854tHtvOmvEY9B1wgVc9VI%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

Activities Export

11/07/2024

11:15 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/07/2024	\$	MFA Filing Fee ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00	\$300.00	-	\$300.00
07/08/2024	\$	SDSC ROA Fee ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00	\$22.60	-	\$22.60
06/06/2024	\$	One Legal ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00	\$77.16	-	\$77.16
07/12/2023	\$	One Legal - Notice of Ruling,Proof of Service ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$13.33	-	\$13.33
07/10/2023	\$	ROA receipt ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$3.00	-	\$3.00
05/30/2023	\$	One Legal- Request for Judicial Notice ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$13.33	-	\$13.33
04/27/2023	\$	Expert Cost ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00	\$1,025.00	-	\$1,025.00
02/09/2023	\$	Mediation Fee ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00	\$3,500.00	-	\$3,500.00
01/30/2023	\$	OneLegal - Oppo ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$13.33	-	\$13.33
							\$0.00 0.00h	\$5,155.84 0.00h

Activities Export

11/07/2024
11:15 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/06/2022	\$	OneLegal - POS ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$12.87	-	\$12.87
06/06/2022	\$	Knox Invoice Fee ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$162.35	-	\$162.35
03/16/2022	\$	OneLegal - FAC ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00	\$12.87	-	\$12.87
							\$0.00 0.00h	\$5,155.84 0.00h

EXHIBIT 6

Activities Export

11/06/2024
5:16 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/06/2024	 	More work on MFA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	2.00h	\$475.00	-	\$950.00
11/03/2024	 	More work on MFA/MFF Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	2.00h	\$650.00	-	\$1,300.00
10/28/2024	 	Work on the MFA/MFF Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	4.00h	\$650.00	-	\$2,600.00
10/24/2024	 	Work on MFA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	6.00h	\$475.00	-	\$2,850.00
10/07/2024	 	Review calculations and timeline and approve. Review final report. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$650.00	-	\$195.00
10/07/2024	 	Review Admin report, calculations, and declaration ISO MFA/MFF Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.70h	\$475.00	-	\$332.50
09/13/2024	 	Review admin report Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.30h	\$475.00	-	\$142.50
09/04/2024	 	Review admin report Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.30h	\$475.00	-	\$142.50
08/29/2024	 	Review admin report Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.30h	\$475.00	-	\$142.50
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

11/06/2024

5:16 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/16/2024	 	Review admin report Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.30h	\$475.00	-	\$142.50
08/06/2024	 	Review admin report Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.30h	\$475.00	-	\$142.50
07/23/2024	 	Emails with administrator Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	0.90h	\$395.00	-	\$355.50
07/18/2024	 	Review admin calculations and approve. Review additional admin documents. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.40h	\$650.00	-	\$260.00
07/15/2024	 	Emails with administrator/OC Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	0.90h	\$395.00	-	\$355.50
06/06/2024	 	More emails re MPA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	0.60h	\$350.00	-	\$210.00
06/04/2024	 	More work on MPA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	1.50h	\$400.00	-	\$600.00
06/03/2024	 	Emails re MPA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	0.60h	\$350.00	-	\$210.00
05/29/2024	 	Work on MPA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	6.00h	\$400.00	-	\$2,400.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

11/06/2024

5:16 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/29/2024	 	More emails with OC re SAR Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	0.80h	\$350.00	-	\$280.00
05/29/2024	 	More work on SAR Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.40h	\$600.00	-	\$240.00
05/28/2024	 	Work on the MPA Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	5.00h	\$600.00	-	\$3,000.00
05/08/2024	 	Work on SAR and Class Notice Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	3.00h	\$400.00	-	\$1,200.00
05/02/2024	 	Emails with OC re SAR/internal emails Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.70h	\$350.00	-	\$595.00
05/02/2024	 	Work on SAR Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	2.50h	\$600.00	-	\$1,500.00
02/08/2024	 	Work on SAR Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	2.50h	\$400.00	-	\$1,000.00
02/06/2024	 	Work on the SAR Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	2.00h	\$600.00	-	\$1,200.00
02/02/2024	 	Review request for extension to the court of appeal Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.20h	\$600.00	-	\$120.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

11/06/2024

5:16 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/01/2024	 	Emails regarding upcoming appellate work ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$600.00	-	\$60.00
01/18/2024	 	Work on MOU ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.40h	\$600.00	-	\$240.00
01/15/2024	 	Emails with OC re MOU/internal emails ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.30h	\$350.00	-	\$455.00
01/15/2024	 	Work on MOU ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$600.00	-	\$180.00
01/05/2024	 	Work on MOU ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$600.00	-	\$300.00
12/29/2023	 	Work on MOU ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00h	\$595.00	-	\$595.00
12/06/2023	 	Emails and conversations with mediator and team regarding tentative settlement. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
12/01/2023	 	Confer with SOZ re OC's request on timeline ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	0.30h	\$525.00	-	\$157.50
12/01/2023	 	Emails regarding appeal schedule. Review and execute stipulation to extend dates.	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.70h	\$595.00	-	\$416.50
					146.40h		\$0.00	\$75,641.50
							0.00h	146.40h

Activities Export

11/06/2024

5:16 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
11/30/2023	🕒	More emails with the mediator regarding possible settlement. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
11/28/2023	🕒	Emails with the mediator regarding possible settlement. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
11/20/2023	🕒	Review email from OPC. Meeting with co-counsel to discuss and discuss strategy. Emails with OPC, co-counsel and the mediator regarding status and possible settlement negotiations. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00h	\$595.00	-	\$595.00
11/03/2023	🕒	Emails and meeting with team regarding status of appeal and briefing schedule and work. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.40h	\$595.00	-	\$238.00
10/06/2023	🕒	Emails with OPC and staff regarding M&C letter ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
09/26/2023	🕒	Review M&C letter from defense and call with co-counsel to discuss. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.30h	\$595.00	-	\$773.50
09/18/2023	🕒	Review appellant's notice designating record on appeal ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	0.20h	\$525.00	-	\$105.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

11/06/2024

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/15/2023		Emails with staff and counsel regarding status and necessary work.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
07/28/2023		Review defendant's objection and meeting with team to discuss necessary work.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.70h	\$595.00	-	\$416.50
07/11/2023		Draft Notice of Ruling re Denial of Motion to Compel Arbitration; confer internally with co-counsel re effect on discovery  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	0.30h	\$525.00	-	\$157.50
07/09/2023		Emails with team regarding status and necessary work.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
06/09/2023		Review outcome of MTC and discuss necessary work accordingly.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
06/09/2023		Review tentative; Prepare for and attend hearing on Defendant's Motion to Compel Arbitration  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	1.90h	\$525.00	-	\$997.50
06/08/2023		Review tentative. Discuss with Attorneys and discuss coverage.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.80h	\$595.00	-	\$476.00
06/02/2023		Work on correspondence to OC	45101-de Jesus	Shani	1.00h	\$595.00	-	\$595.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		regarding various issues ● Unbilled	Luis De Jesus v. Uni Care Home Health, Inc.	Zakay				
05/25/2023	🕒	Draft documents in support of Opposition to Motion to Compel Arbitration ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	1.20h	\$525.00	-	\$630.00
05/25/2023	🕒	Further Draft Opposition to Motion to Compel Arbitration Re unconscionability ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	2.40h	\$525.00	-	\$1,260.00
05/25/2023	🕒	Call with counsel regarding opposition to motion to compel. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
05/25/2023	🕒	Work on opposition to MTC arb. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	3.30h	\$595.00	-	\$1,963.50
05/24/2023	🕒	Draft Opposition to Motion to Compel Arbitration Re unconscionability ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	3.10h	\$525.00	-	\$1,627.50
05/24/2023	🕒	Further draft Legal Argument Section of Opposition to Motion to Compel Arbbitraton ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	2.60h	\$525.00	-	\$1,365.00
05/23/2023	🕒	Draft Opposition to Motion to Compel Arbitration legal argument section ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	1.70h	\$525.00	-	\$892.50
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/23/2023	 	Begin drafting Opposition to Motion to compel arbitration Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	2.10h	\$525.00	-	\$1,102.50
05/22/2023	 	Review motion to compel arbitration; arbitration agreement and employee handbook in preparation for drafting opposition Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jaclyn Joyce	1.40h	\$525.00	-	\$735.00
05/12/2023	 	Review lengthy letter from OC regarding issues with plaintiff and cross-complaint. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00h	\$595.00	-	\$595.00
04/27/2023	 	Emails regarding status of MTCA and necessary work. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
04/25/2023	 	Review proposal and email mediator regarding the same. Instruct staff and calendar dates Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.60h	\$595.00	-	\$357.00
04/14/2023	 	Work on confidentiality agreement for purposes of production of financials. Email to OC regarding necessary production. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.30h	\$595.00	-	\$773.50
04/12/2023	 	Prepare for and attend mediation. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	8.00h	\$595.00	-	\$4,760.00
04/12/2023		Prepare for and attend mediation	45101-de Jesus	Jackland	8.00h	\$400.00	-	\$3,200.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
	● Unbilled		Luis De Jesus v. Uni Care Home Health, Inc.	Hom				
04/07/2023	🕒	Emails with OPC regarding scope of mediation ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.20h	\$595.00	-	\$119.00
04/05/2023	🕒	Work on mediation brief. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	4.50h	\$595.00	-	\$2,677.50
04/04/2023	🕒	Call with client to discuss claims. Call with expert to review the claims and discuss necessary work accordingly. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	2.00h	\$595.00	-	\$1,190.00
04/04/2023	🕒	Emails with Attorney Hom and expert regarding claims and call with client. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
04/03/2023	🕒	Emails with all counsel regarding documents for mediation and issues with client. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
03/30/2023	🕒	Emails with expert and OPC regarding data and issues with the same. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
03/29/2023	🕒	Work on securing and producing discovery to defense and emails regarding issues with the same.	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.00h	\$595.00	-	\$595.00
					146.40h		\$0.00	\$75,641.50
							0.00h	146.40h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
03/29/2023	🕒	Review new data produced. Emails with expert regarding the same ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.40h	\$595.00	-	\$833.00
03/29/2023	🕒	Call w/ client to discuss claims for mediation ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.80h	\$400.00	-	\$320.00
03/29/2023	🕒	Multiple emails w/ attorneys re DEF's request for informal discovery for mediation ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	0.40h	\$400.00	-	\$160.00
03/29/2023	🕒	Follow up on data production. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$595.00	-	\$59.50
03/27/2023	🕒	Emails with OPC regarding data for mediation. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
03/25/2023	🕒	Review data produced for mediation and emails with OC ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.80h	\$595.00	-	\$1,071.00
03/08/2023	🕒	Emails with OPC regarding mediation data ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$595.00	-	\$59.50
02/10/2023	🕒	Prepare for and attend CMC ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jennifer Gerstenzang	2.00h	\$400.00	-	\$800.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/03/2023		Review and approve CMS. Review info regarding new MTC Arb. and calendar dates.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.70h	\$595.00	-	\$416.50
01/30/2023		Follow up on opposition to MTC Arb.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$595.00	-	\$59.50
01/27/2023		Emails with staff and OPC regarding MTC Arb. Work on short opposition to MTCA.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.20h	\$595.00	-	\$714.00
01/27/2023		Conversations and emails regarding MTC arb and stipulation to continue and necessary work on opposition.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
01/23/2023		Work on stipulation to stay pending mediation.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.40h	\$595.00	-	\$238.00
01/20/2023		Emails with OPC and co-counsel regarding stipulation to stay and data production. Review new confirmation from mediator and calendar new dates.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.60h	\$595.00	-	\$357.00
01/19/2023		Review revised stipulation and emails with OPC regarding the same.  Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.20h	\$595.00	-	\$119.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/17/2023	 	Emails with staff regarding new mediation date Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$595.00	-	\$59.50
01/16/2023	 	Review mediation confirmation documents. Emails regarding mediation and reschedule. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
01/13/2023	 	Emails with OPC regarding mediation and MTC arbitration. Work on stipulation to stay case and continue MTC. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	1.30h	\$595.00	-	\$773.50
01/10/2023	 	Review the MTC Arbitration. Review the arbitration agreement. Emails regarding mediation and motion to compel arb. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	3.20h	\$595.00	-	\$1,904.00
01/06/2023	 	Review mediation confirmation documents and calendar dates. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$595.00	-	\$297.50
01/05/2023	 	Emails with OPC and staff regarding mediation. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.30h	\$595.00	-	\$178.50
11/28/2022	 	Emails with OPC regarding mediation and discuss with co-counsel. Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$575.00	-	\$287.50
08/06/2022		Review DEF's MTC Arb and begin	45101-de Jesus	Jackland	2.50h	\$375.00	-	\$937.50
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		legal research on Oppo ● Unbilled	Luis De Jesus v. Uni Care Home Health, Inc.	Hom				
08/04/2022	🕒	Review Defendant's CMS and emails with co-counsel regarding the same. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.40h	\$575.00	-	\$230.00
08/01/2022	🕒	Work on case management statement ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.50h	\$575.00	-	\$287.50
08/01/2022	🕒	drafting and filing CMS. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	1.00h	\$165.00	-	\$165.00
07/26/2022	🕒	Work on written discovery. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	2.50h	\$575.00	-	\$1,437.50
03/21/2022	🕒	Emails regarding service of the complaint. ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$575.00	-	\$57.50
03/16/2022	🕒	Work on FAC ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	1.50h	\$375.00	-	\$562.50
03/16/2022	🕒	Filing FAC ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Rachel Newman	0.20h	\$165.00	-	\$33.00
03/16/2022	🕒	Draft FAC ● Unbilled	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	2.60h	\$575.00	-	\$1,495.00
					146.40h		\$0.00	\$75,641.50
							0.00h	146.40h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/25/2022	  Unbilled	Emails regarding filing of complaint.	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	0.10h	\$575.00	-	\$57.50
01/10/2022	  Unbilled	Finalize complaint; revise and finalize PAGA letter	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	1.00h	\$375.00	-	\$375.00
01/10/2022	  Unbilled	Review the file. Review, revise and approve the complaint and PAGA letter.	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Shani Zakay	4.50h	\$575.00	-	\$2,587.50
01/03/2022	  Unbilled	Review file; draft complaint	45101-de Jesus Luis De Jesus v. Uni Care Home Health, Inc.	Jackland Hom	6.00h	\$375.00	-	\$2,250.00
					146.40h		\$0.00 0.00h	\$75,641.50 146.40h

EXHIBIT 7

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

///

4. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

5. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, November 2023 – present

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *April 2023*

UNIVERSITY OF OREGON, Eugene, OR

Bachelor of Arts: Political Science: 2020

6. Lead Counsel – Class Action and/or Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

7. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

8. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

9. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

10. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

11. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

12. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

13. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

15. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

16. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

17. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

18. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

19. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

20. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

21. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

22. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

23. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

24. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

25. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
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Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
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Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks

Status	Settled
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56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime

Status	Settled
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63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA

Status	Settled
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70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL

Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
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Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay
Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate
Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5
Status	Settled