

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DORETHA JACKSON, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

WHITE FIR HOLDINGS, LLC d/b/a MID-
TOWN OAKS POST-ACUTE, a Delaware
Limited Liability Company; PLUM
HEALTHCARE FOUNDATION, a California
Corporation; PLUM HEALTHCARE GROUP,
LLC, a California Limited Liability Company;
GI SIDE FUND PLUM CORP., a Delaware
Corporation; CALIFORNIA OPCO SUB, LLC,
a Delaware Limited Liability Company; and
DOES 1-50, Inclusive.

Defendants.

Case No. 34-2021-00301656

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

Date: October 6, 2023

Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell

Dept.: 28

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff DORETHA JACKSON (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class and representative action filed against Defendants WHITE FIR HOLDINGS, LLC d.b.a.
7 MIDTOWN OAKS POST-ACUTE CARE, PLUM HEALTHCARE FOUNDATION, PLUM
8 HEALTHCARE GROUP, LLC, GI SIDE FUND PLUM CORP., and CALIFORNIA OPCO SUB, LLC
9 (hereinafter "Defendants").

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

12 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
13 of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter collectively
14 "Settlement Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the
15 Notice Packet.

16 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed June 16, 2023
17 Preliminary Approval Order.

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 31, 2023 proof of
19 filing the proposed Settlement with the LWDA.

20 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the September 12, 2023 proof
21 of filing this motion seeking final approval of this Settlement with the LWDA.

22 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
23 "Time and Billing Journal" as of September 11, 2023.

24 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,
25 "Transaction Summary" as of September 11, 2023.

26 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC,
27 Firm Resume.

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I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Steven J. Rottman, Esq., an experienced mediator of wage and hour class and representative actions. After deducting any Court-approved attorneys’ fees and costs, class representative service awards, settlement administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendants during the Class Period. ***The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 843 Class Members chose to participate in the Settlement.***¹ There are zero opt-outs and zero objections to the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$414,500.00**. This will result in an average Individual Settlement Payment of **\$491.70**, with the estimated highest gross payment being \$4,321.24. PAGA Class Members will receive an estimated average gross payment of \$16.31, with the estimated highest gross payment being \$59.57 and a lowest gross payment being \$0.65.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class

¹ As of the filing date of this Motion, 31 Notices were deemed undeliverable.

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

II. OVERVIEW OF THE LITIGATION

14. Defendants operate a short-term rehabilitation and 24-hour skilled nursing facility in Sacramento, California, where Plaintiff worked. This action asserts claims on behalf of Defendants' current and former non-exempt employees employed in California. Plaintiff was employed by Defendants as a non-exempt certified nursing assistant from January 2019 to April 2020. At all times during her employment, Plaintiff earned hourly wages, was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures.

15. Generally, Plaintiff claims that Defendants failed to pay Plaintiff for all hours worked, including time spent undergoing COVID screenings, failed to provide legally compliant meal and rest periods, and miscalculated the regular rate of pay for purposes of overtime, double time, meal period premiums, and redeemed sick pay, among other claims. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, facially compliant meal and rest period policies and proper payment of all wages.

16. On March 24, 2021, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiffs' PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On May 27, 2021, Plaintiff filed a class action complaint in this Court (the "Action"). The Action alleged claims for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse Employees for Requires

Expenses; (8) Failure to Provide Wages When Due; and (9) Violations of the Private Attorney General Act at Lab. Code §§ 2698 *et. seq.* (“Class Claims”).

18. Plaintiff commenced written discovery on October 7, 2021. Thereafter, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to informally exchange relevant documents and data points subject to the mediation privilege. Pursuant to that agreement, Defendants produced a sample of the Class Members’ time and payroll data along with itemized wage statements and relevant policies applicable to Class Members. As discussed *infra*, Plaintiffs’ counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’ time and payroll data.

19. On August 29, 2022, the Parties participated in a full day mediation with highly regarded wage and hour mediator Steven J. Rottman, Esq. After arms-length negotiations and bargaining, the mediation concluded without a settlement. However, the Parties subsequently reached an agreement to settle based on a Mediator’s proposal, and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

20. The Court preliminarily approved an initial Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) based on a total of an estimated 26,000 workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Service Award; (3) to satisfy the Attorneys’ Fees and Attorneys’ Expenses; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Administration Costs incurred in this action.

21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class and absence of any objections to the Settlement and the average Individual Settlement Payment of **\$491.70**.

///

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

2 **A. Class Counsel Conducted a Thorough Investigation**

3 22. Months before filing the Action, Class Counsel began its pre-filing investigation into
4 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
5 Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,
6 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that
7 Plaintiff's complaints and records appeared to substantiate Plaintiff's claim that Defendants failed to,
8 among other things, pay for all time worked and to provide compliant meal and rest periods.

9 23. Considering the many anticipated factual disputes, the Parties agreed that it would be in
10 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
11 requested documents and data points to further evaluate Plaintiff's claims and Defendants' liability
12 exposure to the Class Members. In response to Class Counsel's request, Defendants produced a sample
13 of time and payroll records for the Class Members, aggregate workweek and pay period data for the
14 Class Members, wage statements and time records for the Class Members, and a copy of the applicable
15 handbook that contained compensation, timekeeping and meal and rest period policies. In total,
16 Defendant produced pertinent policy documents, a sample of time records for Class Members, and a
17 sample of payroll data for Class Counsel to analyze.

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

24 25. BCG analyzed Defendant's time and payroll data to assist in the development of various
25 damage models. Among other things, BCG determined the approximate number of work shifts,
26 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
27 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
28 rest periods, the amount of gross underpaid hours due to failure to pay for all hours worked during the

1 Class period, and the amount of off-the-clock work performed by the Class Members during the Class
2 Period. BCG calculated and created a damage model for Defendants' potential liability exposure while
3 accounting for the uncertainties of continued litigation. The damage model informed and guided Class
4 Counsel during the mediated settlement discussions.

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

16 27. Class Counsel only agreed to enter the Settlement following this thorough investigation
17 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
18 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
19 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
20 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
21 reasonable, and adequate, the Court should preliminarily approve the Settlement.

22 **B. The Parties Settled At Mediation**

23 28. On August 29, 2022, the Parties conducted a full-day mediation with Steven Rottman,
24 Esq., an experienced mediator of wage and hour class and representative actions. Mr. Rottman helped
25 to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to
26 both sides. The Parties made substantial progress with Mr. Rottman's assistance. Namely, the Parties
27 exchanged information regarding their respective claims and defenses, including their respective
28 evaluations of the damages. After arm's length and adversarial negotiations, the mediation concluded

1 without a settlement. However, the Parties subsequently accepted a Mediator's proposal. No action
2 would likely have been taken by Class Members individually, and no compensation would have been
3 recovered for them, but for Plaintiff's services on behalf of the Class.

4 **C. Class Counsel is Experienced in Similar Litigation**

5 29. Plaintiff is represented by competent and experienced counsel to pursue their claims. I
6 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
7 aggrieved employees and consumers throughout California in wage and hour class actions and complex
8 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
9 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
10 (Senior Associate Attorney), Tesla Stone (Paralegal), Laura Gonzalez Mendez (Paralegal), Jennifer
11 Heming (Paralegal) and Madelyn Uchiyama (Legal Assistant).

12 30. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
13 Employees. I have extensive experience with wage and hour class and representative actions litigation
14 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
15 litigation experience and complex construction product liability experience. I can, will and have
16 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
17 Employees throughout this action.

18 31. I have represented consumers and employees in California class actions, and complex
19 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
20 plaintiffs' civil litigation attorney since April 2007.

21 32. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
22 Employees. I have extensive experience with wage and hour class and representative actions litigation
23 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
24 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "7."** Some of the
25 major cases the Firm has undertaken are also set forth in **Exhibit "7."**

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

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

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

D. The Gross Settlement Amount is Fair and Reasonable

36. Here, the Settlement is clearly within the “ballpark” of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) represents a discount on Defendants’ potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendants’ liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel’s investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendants’ liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately 50.8% of the value of the maximum potential *damages* at issue. Even when including the penalties for Plaintiff’s claim for wage statement violations and waiting time penalties under *Labor Code* Sections 203 and 226, the

1 settlement represents up to 9.5% of the maximum potential liability, assuming all of these amounts
2 could be proved at trial.

3 38. This average net recovery is on par with many wage and hour class action settlements
4 approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-
5 2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Fukuchi*
6 *v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately
7 \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average
8 net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No.
9 BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco*
10 *Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of
11 approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.)
12 (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No.
13 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v.*
14 *Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately
15 \$20).

16 39. Clearly the goal of this litigation to obtain redress for the class has been met by this
17 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
18 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
19 approval.

20 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

21 40. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
22 ignore the asserted defenses. If successful on any one its defenses, Defendants could defend the action
23 or, at least, drastically undercut Plaintiff's claims.

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

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

15 42. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless
16 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
17 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
18 drastically affect the value of Plaintiff’s claims and, in fact, already has.

19 43. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber*
20 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
21 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
22 that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post
23 a bond and appeal. A post-judgment appeal by Defendants would have required many more years to
24 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
25 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
26 an uncertain result three or more years in the future.

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

12 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

13 45. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$40,000.00
14 which is approximately 5.3% of the Gross Settlement Amount. As illustrated above, this amount falls
15 well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA
16 Settlement (\$30,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-
17 five percent (25%) to be distributed to the PAGA Class Members, which is within the range of PAGA
18 penalties approved by courts and should be approved.

19 46. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
20 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
21 with the LWDA. On September 12, 2023, Plaintiff gave the LWDA notice of this motion seeking final
22 approval of this settlement.

23 I declare under the penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 12th day of September, 2023, at San Diego, California.

25 **JCL LAW FIRM, APC**

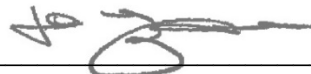
26 By: 
27 Jean-Claude Lapuyade
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EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DORETHA JACKSON, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

v.

WHITE FIR HOLDINGS, LLC d/b/a MID-
TOWN OAKS POST-ACUTE, a Delaware
Limited Liability Company; PLUM
HEALTHCARE FOUNDATION, a California
corporation; PLUM HEALTHCARE GROUP,
LLC, a California Limited Liability Company;
GI SIDE FUND PLUM CORP., a Delaware
corporation; CALIFORNIA OPCO SUB,
LLC, a Delaware Limited Liability Company;
and DOES 1-50, inclusive,

Defendants.

Case No.: 34-2021-00301656

[Action Filed: May 27, 2021]

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

1 This Amendment to Stipulation of Settlement of Class and PAGA Action Claims and
2 Release of Claims is entered into by and between Plaintiff DORTHEA JACKSON (hereinafter
3 "Plaintiff"), on behalf of herself and on behalf of all persons similarly situated, and Defendant
4 WHITE FIR HOLDINGS, LLC d/b/a MID-TOWN OAKS POST-ACUTE (hereinafter, "White
5 Fir"):

6 **III. TERMS OF AGREEMENT**

7 C. Release by the PAGA Class Members. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, the Plaintiff, the PAGA Class Members, the
9 LWDA and the State of California release the Released Parties from the Released
10 PAGA Claims for the PAGA Period. As a result of this release, the PAGA Class
11 Members shall be precluded from bringing claims against Defendants for the Released
12 PAGA Claims.

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

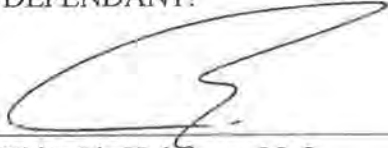
14 DATED: May 23, 2023


Doretha Jackson (May 23, 2023 17:28 PDT)

Dorthea Jackson

16
17 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

18 DATED: 5/23/23


White Fir Holdings, LLC
d.b.a Midtown Oaks Post-Acute Care

Brad Truhar
Printed Name

Administrator
Title

24
25 IT IS SO AGREED AS TO FORM BY COUNSEL:

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27 DATED: May 24, 2023

JCL LAW FIRM, A.P.C.

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By: 

Attorneys for Plaintiff and the Settlement and PAGA
Class Members

DATED: May 24, 2023

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement and PAGA
Class Members

DATED: 5/23/2023

FISHER & PHILLIPS, LLP

By: Lisa Peterson

Attorneys for Defendants

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DORETHA JACKSON, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

v.

WHITE FIR HOLDINGS, LLC d/b/a MID-
TOWN OAKS POST-ACUTE, a Delaware
Limited Liability Company; PLUM
HEALTHCARE FOUNDATION, a California
corporation; PLUM HEALTHCARE GROUP,
LLC, a California Limited Liability Company;
GI SIDE FUND PLUM CORP., a Delaware
corporation; CALIFORNIA OPCO SUB,
LLC, a Delaware Limited Liability Company;
and DOES 1-50, inclusive,

Defendants.

Case No.: 34-2021-00301656

[Action Filed: May 27, 2021]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff DORTHEA JACKSON (hereinafter “Plaintiff”), on behalf of herself and on behalf of all persons similarly situated, and Defendant WHITE FIR HOLDINGS, LLC d/b/a MID-TOWN OAKS POST-ACUTE (hereinafter, “White Fir”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Dorthea Jackson v. White Fir Holdings, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656, filed May 27, 2021.
- B. “Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$10,500.00.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$250,000.00 out of \$750,000.00. Attorneys’ fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- F. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by White Fir Holdings, LLC d.b.a Midtown Oaks Post-Acute Care, who did not sign an arbitration agreement, and performed work at the Midtown Oaks Post-Acute Center located at 2600 L St., Sacramento, California 95816 during the Class Period.
- G. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.

- 1 H. "Class Data" means information regarding Class Members that Defendants will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment.
- 6 I. "Class Period" means the period beginning May 27, 2017, to the earlier of (a) January
7 30, 2023 or (b) the date upon which the Workweek count reaches 29,900.
- 8 J. "Class Representative" or "Plaintiff" shall mean Doretha Jackson.
- 9 K. "Court" means the Superior Court for the State of California, County of Sacramento
10 currently presiding over the Action.
- 11 L. "Defendants" shall mean White Fir Holdings, LLC d.b.a Midtown Oaks Post-Acute
12 Care, Plum Healthcare Foundation, Plum Healthcare Group, LLC, GI Side Fund
13 Plum Corp., and California Opco Sub, LLC.
- 14 M. "Effective Date" means the earliest date, following entry by the Court (or Courts) of
15 an Order (or Orders) and judgment finally approving this Settlement, upon which one
16 of the following have occurred: (i) if no objection is filed to the settlement and no
17 objector appears at the hearing on final approval, the date of the Court's entry of the
18 order granting final approval, (ii) if an objection is filed to the settlement and/or an
19 objector appears at the hearing on final approval, then the earlier of the following: (a)
20 the expiration of all potential appeal periods without a filing of a notice of appeal of
21 the final approval order or judgment, i.e., sixty (60) days after the entry of the final
22 approval order and judgment; (b) final affirmance of the final approval order and
23 judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or
24 denial of all such appeals (including any petition for review, rehearing, certiorari,
25 etc.) such that the final approval order and judgment concerning the Actions is no
26 longer subject to further judicial review. If this settlement is approved through
27 motions in both Courts, then Effective Date shall mean the latter of both approvals.
28

- 1 N. "Funding Date" shall mean the date by which White Fir has paid the final Settlement
2 Installment Payment fully funding the entire Gross Settlement Amount and paid the
3 employer side payroll taxes to the Settlement Administrator in accord with the terms
4 of this Agreement.
- 5 O. "Gross Settlement Amount" means Seven Hundred and Fifty Thousand Dollars and
6 Zero Cents (\$750,000.00) that White Fir must pay into the QSF in connection with
7 this Settlement, inclusive of the sum of the Individual Settlement Payments,
8 Administration Costs, Attorneys' Fees and Attorneys' Expenses, Service Award, and
9 the PAGA Settlement and **exclusive** of the employer's share of payroll tax, if any,
10 triggered by any payment under this Settlement.
- 11 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 PAGA Class Members pursuant to PAGA.
- 14 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
15 Attorneys' Fees and Attorneys' Expenses, the Service Award, PAGA Settlement, and
16 Administration Costs.
- 17 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 S. "Operative Complaint" shall mean the Complaint on file in the Action filed on May
21 27, 2021.
- 22 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*
- 24 U. "PAGA Class Members" means all non-exempt employees who are or previously
25 were employed by White Fir Holdings, LLC d.b.a Midtown Oaks Post-Acute Care
26 and performed work in California at the Midtown Oaks Post-Acute Center located at
27 2600 L St., Sacramento, California 95816 during the PAGA Period.

- 1 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each PAGA Class Member divided by the sum total of the Pay Periods for all
3 PAGA Class Members during the PAGA Period.
- 4 W. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA Class
5 Member Payment, as defined herein, means the number of pay periods of employment
6 during the PAGA Period that each PAGA Class Member worked in California
7 Midtown Oaks Post-Acute Care.
- 8 X. "PAGA Period" means the period beginning March 24, 2020, to January 30, 2023.
- 9 Y. "PAGA Settlement" shall mean Forty Thousand Dollars (\$40,000) to be allocated
10 from the Gross Settlement Amount, with 25% of the payment going to the PAGA
11 Class Members ("PAGA Class Member Payment") and 75% of the payment going to
12 the Labor and Workforce Development Agency ("LWDA Payment"). The amount of
13 the PAGA Settlement is subject to Court approval pursuant to California Labor Code
14 section 2699(l). Any reallocation of the Gross Settlement Amount to increase the
15 PAGA Settlement will not constitute grounds by either party to void this Agreement,
16 so long as the Gross Settlement Amount remains the same.
- 17 Z. "Parties" means Plaintiff and White Fir, collectively, and "Party" shall mean either
18 Plaintiff or White Fir, individually.
- 19 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
20 by the sum total Workweeks for all Class Members during the Class Period.
- 21 BB. "Plaintiff" shall mean Doretha Jackson.
- 22 CC. "QSF" means the Qualified Settlement Fund established, designated and maintained
23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 DD. "Released Class Claims" shall mean the release from the Class Members of all class
25 claims alleged in the Operative Complaint, or which could have been alleged in the
26 Operative Complaint based on the facts alleged, which occurred during the Class
27 Period, and expressly excluding all other claims, including claims for vested benefits,
28 wrongful termination, unemployment insurance, disability, social security, workers'

1 compensation, and class claims outside of the Class Period.

2 EE. "Released PAGA Claims" shall mean the release of all PAGA Claims alleged in the
3 Operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred
4 during the PAGA Period, and expressly excluding all other claims, including claims
5 for vested benefits, wrongful termination, unemployment insurance, disability, social
6 security, workers compensation and PAGA Claims outside the PAGA Period.

7 FF. "Released Parties" shall mean Defendants and their parents, subsidiaries, related
8 entities, affiliated entities, officers, directors, employees, shareholder, managers, and
9 agents.

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

13 HH. "Service Award" means an award in the amount of \$10,000 or in an amount that the
14 Court authorizes to be paid to the Class Representative, in addition to her Individual
15 Settlement Payment and her individual PAGA Class Member Payment, in recognition
16 of her efforts and risks in assisting with the prosecution of the Action and in exchange
17 for executing a General Release of Defendants.

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

19 JJ. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
20 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
21 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
22 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
23 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
24 of Settlement Class Members. The Settlement Administrator shall maintain the funds
25 until distribution in an account(s) segregated from the assets of White Fir and any
26 person related to White Fir. ***All accrued interest shall be paid and distributed to the***
27 ***Settlement Class Members as part of their respective Individual Settlement***
28 ***Payment.***

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

4 LL. "Settlement Installment Payments" means the six (6) equal installment payments in
5 the amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents
6 (\$125,000.00) each, made by Defendants to the Settlement Administrator, with the
7 first installment commencing thirty (30) calendar days after the Effective Date and
8 each subsequent installment to be made every thirty (30) days thereafter until
9 completed.

10 MM. "Workweeks," for purposes of calculating the distribution of the Net Settlement
11 Amount, means the number of weeks of employment during the Class Period that
12 each Class Member was employed by Defendant in California at the Midtown Oaks
13 Post-Acute Care.

14 **II. RECITALS**

15 A. On March 24, 2021, Plaintiff filed a Notice of Violations with the Labor and
16 Workforce Development Agency (LWDA) and served the same on Defendants.

17 B. On May 27, 2021, Plaintiff filed the Action, alleging claims for:

- 18 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*;
- 19 2. Failure to Pay Minimum Wage in Violation of Cal. Labor Code §§ 1194, 1197
20 and 1197.1
- 21 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*;
- 22 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
23 226.7, 512 and the Applicable Wage Order);
- 24 5. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
25 226.7, 512 and the Applicable Wage Order);
- 26 6. Failure to Provide Accurate Itemized Wage Statements in Violation Cal. Lab.
27 Code §§ 226 and 226.2;
- 28

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

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

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

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

D. Defendants deny 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. Defendants contend, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

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

1 numerous potential appellate issues. Although it denies any liability, White Fir is
2 agreeing to this Settlement on its behalf and behalf of Defendants solely to avoid the
3 inconveniences and cost of further litigation. The Parties and their counsel have
4 agreed to settle the claims on the terms set forth in this Agreement.

5 F. On August 29, 2022, the Parties participated in mediation presided over by Steven
6 Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions.
7 Although the mediation concluded without a settlement, the Parties subsequently
8 accepted a Mediator's settlement proposal, which was subsequently memorialized in
9 the form of a Memorandum of Understanding.

10 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
11 other agreements, understandings, or representations between the Parties. This
12 Agreement represents a compromise and settlement of highly disputed claims.
13 Nothing in this Agreement is intended or will be construed as an admission by
14 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
15 or that Defendants bear any liability to Plaintiff or the Class on those claims or any
16 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
17 have merit.

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

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

28 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 Defendants.

3 1. Settlement Consideration. In full and complete settlement of the Action, and
4 in exchange for the releases set forth below, White Fir will pay the sum of the
5 Individual Settlement Payments, the Service Award, the Attorneys' Fees, and
6 Attorneys' Expenses, PAGA Settlement, and the Administration Costs, as
7 specified in this Agreement, equal to the Gross Settlement Amount of Seven
8 Hundred and Fifty Dollars and Zero Cents (\$750,000.00). The Parties agree
9 that this is a non-reversionary Settlement and that no portion of the Gross
10 Settlement Amount shall revert to White Fir. Other than White Fir's share of
11 employer payroll taxes, White Fir shall not be required to pay more than the
12 Gross Settlement Amount.

13 2. Payment of the Gross Settlement Amount. White Fir shall fund the Gross
14 Settlement Amount in six (6) equal Settlement Installment Payments in the
15 amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents
16 (\$125,000.00), with the first installment to be made thirty (30) calendar days
17 after the Effective Date, and each subsequent installment every thirty (30)
18 calendar days thereafter until complete, by transferring each Settlement
19 Installment to the QSF. If White Fir fails to timely fund any of the Settlement
20 Installment Payments, White Fir shall have ten (10) calendar days to cure the
21 default from the date it receives notice of the default. If White Fir fails to
22 timely cure the default, Plaintiff shall have the right to seek an order enforcing
23 this Settlement from the Court together with an order for all costs and fees
24 incurred enforcing this Agreement. Further, all outstanding Settlement
25 Installments shall immediately become due and payable. Any interest accrued
26 in the QSF will be added to the NSA and distributed to the Settlement Class
27 Members.
28

- 1 3. Class Size. White Fir represent that the Settlement Class was comprised of
2 426 individuals who collectively worked approximately 26,000 workweeks
3 during the period between of May 27, 2017, to November 17, 2022
4 (“Projected Workweeks”). Prior to the filing of the Motion for Preliminary
5 Approval, White Fir will provide Class Counsel with a declaration under
6 penalty of perjury confirming the updated number of Class Members and
7 Workweeks during the Class Period. If the number of Workweeks during the
8 Class Period exceeds 29,900, the Class Period shall end on the earlier of
9 January 30, 2023, or the date in which the Workweek count reaches 29,900.
- 10 4. White Fir’s Share of Payroll Taxes. White Fir’s share of employer side payroll
11 taxes is in addition to the Gross Settlement Amount and shall be paid together
12 with the final Settlement Installment Payment on the Funding Date.
- 13 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
14 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
15 release the Released Parties from the Released Class Claims for the Class Period.
- 16 C. Release by the PAGA Class Members. As of the Funding Date, in exchange for the
17 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
18 California release the Released Parties from the Released PAGA Claims for the PAGA
19 Period. As a result of this release, the PAGA Class Members shall be precluded from
20 bringing claims against Defendants for the Released PAGA Claims.
- 21 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
22 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
23 Parties from any and all claims, actions, charges, complaints, grievances and causes of
24 action, of whatever nature, whether known or unknown, which exist or may exist on
25 their behalf as of the date of this Agreement, including but not limited to any and all
26 tort claims, contract claims, wage claims, wrongful termination claims, disability
27 claims, benefit claims, public policy claims, retaliation claims, statutory claims,
28 personal injury claims, emotional distress claims, invasion of privacy claims,

1 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
2 under any federal, state or other governmental statute, law, regulation or ordinance,
3 including, but not limited to claims for violation of the Fair Labor Standards Act, the
4 California Labor Code, the Wage Orders of California's Industrial Welfare
5 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
6 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
7 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
8 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
9 California's Whistleblower Protection Act, California Business & Professions Code
10 Section 17200 et seq., and any and all claims arising under any federal, state or other
11 governmental statute, law, regulation or ordinance. Plaintiff also waives and
12 relinquishes any and all claims, rights or benefits that she may have under California
13 Civil Code § 1542, which provides as follows:

14 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
15 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
16 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
17 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
18 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
19 ***DEBTOR OR RELEASED PARTY.***
20

21
22 Thus, notwithstanding the provisions of section 1542, and to implement a full and
23 complete release and discharge of the Released Parties, Plaintiff expressly
24 acknowledges this Settlement Agreement is intended to include in its effect, without
25 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
26 the time of signing this Settlement Agreement, and that this Settlement Agreement
27 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
28

1 has read this Settlement Agreement, including this waiver of California Civil Code
2 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
3 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
4 about the waiver of section 1542, and that Plaintiff understands this Settlement
5 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
6 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
7 discover facts different from or in addition to those Plaintiff now knows or believes to
8 be true regarding the matters released or described in this Settlement Agreement, and
9 even so Plaintiff agrees that the releases and agreements contained in this Settlement
10 Agreement shall remain effective in all respects notwithstanding any later discovery of
11 any different or additional facts. Plaintiff expressly assumes all risk of any mistake in
12 connection with the true facts involved in the matters, disputes, or controversies
13 released or described in this Settlement Agreement or with regard to any facts now
14 unknown to Plaintiff relating thereto.
15
16

17
18 E. Conditions Precedent. This Settlement will become final and effective only upon the
19 occurrence of all of the following events:

- 20 1. The Court enters an order granting preliminary approval of the Settlement;
- 21 2. The Court enters an order granting final approval of the Settlement and a Final
22 Judgment;
- 23 3. If an objector appears at the final approval hearing, the time for appeal of the
24 Final Judgment and Order Granting Final Approval of Class Action
25 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
26 any appeal from the Judgment and Order Granting Final Approval of Class
27 Action Settlement; and
- 28 4. Defendants fully fund the Gross Settlement Amount.

1 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
2 not preliminarily or finally approved by the Court, fails to become effective, or is
3 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
4 Defendants from obtaining a complete resolution of the Released Claims, or if
5 Defendants fail to fully fund the Gross Settlement Amount:

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

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

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

17 4. Defendants shall bear the sole responsibility for any cost to issue or reissue
18 any curative notice to the Settlement Class Members and all Settlement
19 Administration Costs incurred to the date of nullification.

20 G. Certification of the Settlement Class. The Parties stipulate to conditional class
21 certification of the Class for the Class Period for purposes of settlement only. In the
22 event that this Settlement is not approved by the Court, fails to become effective, or is
23 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
24 Defendants from obtaining a complete resolution of the Released Claims, the
25 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
26 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or procedural.
28

- 1 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or PAGA Class Members
3 are not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or PAGA Class Members understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or PAGA Class Members' individual shares of the PAGA
7 Settlement described and will be solely responsible for any penalties or other
8 obligations resulting from their personal tax reporting of Individual Settlement
9 Payments and/or PAGA Class Members' individual shares of the PAGA Settlement.
- 10 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.
- 28

1 J. Preliminary Approval Motion. Within twenty-one (21) calendar days of execution of
2 this Agreement, or as soon thereafter as practicable, Plaintiff shall file with the Court
3 a Motion for Order Granting Preliminary Approval and supporting papers, which shall
4 include this Settlement Agreement. Plaintiff will provide Defendants with a draft of
5 the Motion at least 3 business days prior to the filing of the Motion to give Defendants
6 an opportunity to propose changes or additions to the Motion.

7 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
8 establishing and administering the QSF; calculating, processing and mailing payments
9 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
10 mailing the Notice Packets to the Class Members as directed by the Court; receiving
11 and reporting the objections and requests for exclusion; calculating, deducting and
12 remitting all legally required taxes from Individual Settlement Payments and
13 distributing tax forms for the Wage Portion, the Penalties Portion, and the Interest
14 Portion of the Individual Settlement Payments and/or PAGA Class Members'
15 individual shares of the PAGA Class Member Payment; processing and mailing tax
16 payments to the appropriate state and federal taxing authorities; providing
17 declaration(s) as necessary in support of preliminary and/or final approval of this
18 Settlement; and other tasks as the Parties mutually agree or the Court orders the
19 Settlement Administrator to perform. The Settlement Administrator shall keep the
20 Parties timely apprised of the performance of all Settlement Administrator
21 responsibilities by among other things, sending a weekly status report to the Parties'
22 counsel stating the date of the mailing, the of number of Elections Not to Participate
23 in Settlement it receives (including the numbers of valid and deficient), and number of
24 objections received.

25 L. Notice Procedure.

26 1. Class Data. No later than ten (10) business days after the Preliminary
27 Approval Date, Defendants shall provide the Settlement Administrator with
28

1 the Class Data for purposes of preparing and mailing Notice Packets to the
2 Class Members.

3 2. Notice Packets.

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

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

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

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

corrected address, and transmit to the 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 Defendants' records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. 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

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

- 18 8. Objections. The Notice of Class Action Settlement contained in the Notice
19 Packet shall state that Class Members who wish to object to the Settlement
20 may submit to the Settlement Administrator a written statement of objection
21 (“Notice of Objection”) by the Response Deadline. The postmark date of
22 mailing shall be deemed the exclusive means for determining that a Notice of
23 Objection was served timely. The Notice of Objection, if in writing, must be
24 signed by the Settlement Class Member and state: (1) the case name and
25 number; (2) the name of the Settlement Class Member; (3) the address of the
26 Settlement Class Member; (4) the last four digits of the Settlement Class
27 Member’s Social Security number; (5) the basis for the objection; and (6) if
28 the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Class Members who fail to make
2 objections in writing in the manner specified above may still make their
3 objections orally at the Final Approval/Settlement Fairness Hearing with the
4 Court's permission. Settlement Class Members will have a right to appear at
5 the Final Approval/Settlement Fairness Hearing to have their objections heard
6 by the Court regardless of whether they submitted a written objection. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a
10 written request for exclusion may not object to the Settlement. Class Members
11 may not object to the PAGA Settlement.

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

15 1. Calculation of Individual Settlement Payments. Individual Settlement
16 Payments shall be paid from the Net Settlement Amount and shall be paid
17 pursuant to the formula set forth herein. Using the Class Data, the Settlement
18 Administrator shall add up the total number of Workweeks for all Class
19 Members. The respective Workweeks for each Class Member will be divided
20 by the total Workweeks for all Class Members, resulting in the Payment Ratio
21 for each Class Member. Each Class Member's Payment Ratio will then be
22 multiplied by the Net Settlement Amount to calculate each Class Member's
23 estimated Individual Settlement Payments. Each Individual Settlement
24 Payment will be reduced by any legally mandated employee tax withholdings
25 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
26 Members who submit valid and timely requests for exclusion will be
27 redistributed to Settlement Class Members who do not submit valid and timely
28

requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 25% wages (“Wage Portion”) and 60% penalties (“Penalties Portion”), and 15% pre-judgment interest (“Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of PAGA Class Member Payments. For tax purposes, PAGA Class Member 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 Settlement made to Settlement Class Members and/or PAGA Class Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,

1 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
2 Parties' intention that this Settlement Agreement will not affect any rights,
3 contributions, or amounts to which any Class Members may be entitled under
4 any benefit plans.

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

17 7. Mailing. Individual Settlement Payments and individual shares of the PAGA
18 Class Member Payment shall be mailed by regular First-Class U.S. Mail to
19 Settlement Class Members' and/or PAGA Class Members' last known
20 mailing address no later than thirty (30) business days after the Funding Date.

21 8. Expiration. Any checks issued to Settlement Class Members and PAGA Class
22 Members shall remain valid and negotiable for one hundred and eighty (180)
23 days from the date of their issuance. If a Settlement Class Member and/or
24 PAGA Class Members does not cash his or her settlement check within 90
25 days, the Settlement Administrator will send a letter to such persons, advising
26 that the check will expire after the 180th day, and invite that Settlement Class
27 Member and/or PAGA Class Members to request reissuance in the event the
28 check was destroyed, lost or misplaced. In the event an Individual Settlement

1 Payment and/or PAGA Class Members' individual share of the PAGA Class
2 Member Payment check has not been cashed within one hundred and eighty
3 (180) days, all funds represented by such uncashed checks, plus any interest
4 accrued thereon, shall be paid to the Community Law Project pursuant to
5 California Code of Civil Procedure section 386.

6 9. Service Award. In addition to the Individual Settlement Payment and her
7 individual share of the PAGA Settlement to be paid to Plaintiff, Plaintiff will
8 apply to the Court for an award of not more than \$10,000.00, as the Service
9 Award. Defendants will not oppose a Service Award of not more than
10 \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service
11 Award, either in the amount stated herein if approved by the Court or some
12 other amount as approved by the Court, to Plaintiff from the Gross Settlement
13 Amount no later than thirty (30) business days after the Funding Date. Any
14 portion of the requested Service Award that is not awarded to the Class
15 Representative shall be part of the Net Settlement Amount and shall be
16 distributed to Settlement Class Members as provided in this Agreement. The
17 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
18 for her Service Award. Plaintiff shall be solely and legally responsible to pay
19 any and all applicable taxes on her Service Award and shall hold harmless the
20 Released Parties from any claim or liability for taxes, penalties, or interest
21 arising as a result of the Service Award. The Service Award shall be in
22 addition to Plaintiff's Individual Settlement Payment as a Settlement Class
23 Member. Approval of this Settlement shall not be conditioned on Court
24 approval of the requested amount of the Service Award. If the Court reduces
25 or does not approve the requested Service Award, Plaintiff shall not have the
26 right to revoke the Settlement, and it will remain binding.

27 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
28 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of

1 the Gross Settlement Amount currently estimated to be \$250,000.00 **and**
2 Attorneys' Expenses supported by declaration not to exceed Twenty-Five
3 Thousand Dollars and Zero Cents (\$25,000.00). Any awarded Attorneys'
4 Fees and Attorneys' Expenses shall be paid from the Gross Settlement
5 Amount. Any portion of the requested Attorneys' Fees and/or Attorneys'
6 Expenses that are not awarded to Class Counsel shall be part of the Net
7 Settlement Amount and shall be distributed to Settlement Class Members as
8 provided in this Agreement. The Settlement Administrator shall allocate and
9 pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
10 no later than thirty (30) calendar days after the Funding Date. Class Counsel
11 shall be solely and legally responsible to pay all applicable taxes on the
12 payment made pursuant to this paragraph. The Settlement Administrator shall
13 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
14 pursuant to this paragraph. If the Court reduces or does not approve the
15 requested Attorneys' Fees, or Attorneys' Expenses, Plaintiff and Class
16 Counsel shall not have the right to revoke the Settlement, or to appeal such
17 order, and the Settlement will remain binding.

- 18 11. PAGA Settlement. Forty Thousand Dollars (\$40,000) shall be allocated from
19 the Gross Settlement Amount for settlement of claims for civil penalties under
20 the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
21 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
22 Settlement (\$30,000) to the California Labor and Workforce Development
23 Agency no later than thirty (30) business days after the Effective Date
24 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
25 Settlement (\$10,000) will be distributed to the PAGA Class Members as
26 described in this Agreement (hereinafter "PAGA Class Member Payment").
27 For purposes of distributing the PAGA Class Member Payments to the PAGA
28 Class Members, each PAGA Class Member shall receive their pro-rata share

1 of the PAGA Class Member Payment using the PAGA Payment Ratio as
2 defined above.

- 3 12. Administration Costs. The Settlement Administrator shall be paid for the
4 costs of administration of the Settlement from the Gross Settlement Amount.
5 The estimate of the Administration Costs is \$10,500,000. The Settlement
6 Administrator shall be paid the Administration Costs no later than thirty (30)
7 business days after the Funding Date.

8 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
9 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
10 twenty-eight (28) days following the expiration of the Response Deadline, which
11 motion shall request final approval of the Settlement and a determination of the
12 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
13 Expenses, the PAGA Settlement, and the Administration Costs. Plaintiff will provide
14 Defendants with a draft of the Motion at least 3 business days prior to the filing of the
15 Motion to give Defendants an opportunity to propose changes or additions to the
16 Motion.

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

- 27 2. Final Approval Order and Judgment. Class Counsel shall present an Order
28 Granting Final Approval of Class Action Settlement to the Court for its

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

3 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
4 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
5 Final Approval, including the Order Granting Final Approval of Class Action
6 Settlement, and Judgment before filing with the Court. The Parties and their counsel
7 will cooperate with each other and use their best efforts to effect the Court's approval
8 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
9 Judgment.

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

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

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

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

22 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate Action required or permitted to be taken by
25 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Agreement. The persons signing
27 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
28 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that

1 she is authorized to sign this Agreement and that she has not assigned any claim, or
2 part of a claim, covered by this Settlement to a third-party.

3 T. No Public Comment: The Parties and their counsel agree that they will not issue any
4 press releases, initiate any contact with the press, respond to any press inquiry, or have
5 any communication with the press about the fact, amount or terms of the Settlement
6 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
7 of its terms for any marketing or promotional purposes. Nothing herein will restrict
8 Class Counsel from including publicly available information regarding this settlement
9 in future judicial submissions regarding Class Counsel's qualifications and experience.
10 Further, Class Counsel will not include, reference or use the Settlement Agreement for
11 any marketing or promotional purposes, either before or after the Motion for
12 Preliminary Approval is filed.

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

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

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

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

25 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
26 respect to the interpretation, implementation and enforcement of the terms of this
27 Agreement and all orders and judgments entered in connection therewith, and the
28 Parties and their counsel submit to the jurisdiction of the Court for purposes of

1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

3 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

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

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

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

27 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:
28

1 DATED: Feb 15, 2023


Doretha Jackson (Feb 15, 2023 15:42 PST)
Dorthea Jackson

3
4 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

5
6 DATED: 3/20/23


White Fir Holdings, LLC
d.b.a Midtown Oaks Post-Acute Care

8
9 Brad Truhar
Printed Name
10 Administrator
11 Title

12 IT IS SO AGREED AS TO FORM BY COUNSEL:

13
14 DATED: February 15, 2023

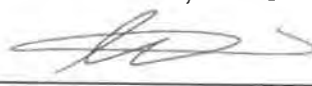
JCL LAW FIRM, A.P.C.

15 By: 

16 Attorneys for Plaintiff and the Settlement and PAGA
17 Class Members

18
19 DATED: February 15, 2023

ZAKAY LAW GROUP, APLC

20
21 By: 

22 Attorneys for Plaintiff and the Settlement and PAGA
23 Class Members

24 DATED: March 20, 2023

FISHER & PHILLIPS, LLP

25
26 By: Lisa Peterson

27 Attorneys for Defendants
28

EXHIBIT A

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

(Jackson v. White Fir Holdings, LLC, et al., Sacramento County Superior Court Case No. 34-2021-00301656)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. 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 Sacramento (the “Court”) has been reached between Plaintiff Doretha Jackson (“Plaintiff”) and Defendant White Fir Holdings, LLC d/b/a Mid-Town Oaks Post-Acute (“White Fir”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by White Fir Holdings, LLC d/b/a Midtown Oaks Post-Acute Care, who did not sign an arbitration agreement, and performed work at the Midtown Oaks Post-Acute Center located at 2600 L St., Sacramento, California 95816 during the Class Period.

The “Class Period” is the period of time running from May 27, 2017 to January 30, 2023.

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

2. What is this class action lawsuit about?

On May 27, 2021, Plaintiff filed a Complaint against Defendants White Fir Holdings, LLC d/b/a Midtown Oaks Post-Acute Care, Plum Healthcare Foundation, Plum Healthcare Group, LLC, GI Side Fund Plum Corp., and California OPCO Sub, LLC (“Defendants”) in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor Code § 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On August 29, 2022, the Parties participated in an all-day mediation with Steven Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, the Parties subsequently accepted a Mediator’s settlement proposal. 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. White Fir has agreed to pay an “all in” amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Administration Costs, the LWDA Payment, PAGA Shares, and the Service Award to the Plaintiff.

After the Judgment becomes Final, White Fir 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:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed **\$10,500.00** for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$250,000) and attorneys' expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions 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. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Settlement. A payment of \$40,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000 will be distributed to PAGA Class Members as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees and Expenses, the Class Representative Service Award, the LWDA Payment, and the 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 Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as the number of weeks during the Class Period that each Class Member was employed as a non-exempt employee of Defendants.
- Calculation of PAGA Settlement Payments to PAGA Class Members. The Net PAGA Amount shall be distributed to PAGA Class Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Class Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Class Members during the PAGA Period. "PAGA Class Members" means all non-exempt employees who are or previously were employed by White Fir Holdings, LLC d/b/a Midtown Oaks Post-Acute Care and performed work in California at the Midtown Oaks Post-Acute Center located at 2600 L. St., Sacramento, California 95816 during the PAGA Period. The PAGA Period means the period between March 24, 2020 to January 30, 2023.

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

Tax Matters. 25% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 60% of each Settlement Share is allocated to penalties, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. 15% of each Settlement Share is allocated to interest, and no taxes will be withheld, and each Participating Class Member will be issued an

Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Settlement Payments paid to PAGA Class Members, and each PAGA Class Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by White Fir, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties, which includes, White Fir Holdings, LLC d/b/a Midtown Oaks Post-Acute Care, Plum Healthcare Foundation, Plum Healthcare Group, LLC, GI Side Fund Plum Corp., and California OPCO Sub, LLC ("Defendants"). Released Class Claims means all class claims alleged in the Operative Complaint, or which could have been alleged in the Operative Complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by White Fir, all PAGA Class Members 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" means all PAGA Claims alleged in the Operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers compensation and PAGA Claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants 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?

White Fir's records reflect that you have <<____>> Workweeks worked during the Class Period (May 27, 2017 to January 30, 2023).

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

White Fir's records reflect that you have <<____>> pay periods worked during the PAGA Period (March 24, 2020 to January 30, 2023).

Based on this information, your estimated PAGA Payment Share 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 re-mailed Notice].

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Jackson v. White Fir Holdings, LLC, et al., Sacramento County Superior Court, Case No. 34-2021-00301656***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." 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 ***Jackson v. White Fir Holdings, LLC, et al., Sacramento County Superior Court, Case No. 34-2021-00301656***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Counsel for Defendant:

Grace Y. Horoupian, Esq.
 Lisa Peterson, Esq.
 Fisher & Phillips, LLP
 2050 Main Street, Suite 1000
 Irvine, CA 92614
 Tel.: (949) 851-2424
 Fax: (949) 851-0152
 E-Mail: ghoroupian@fisherphillips.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Sacramento County Superior Court, Department 28, located at 720 9th Street, Sacramento, CA 95814 before Judge Lauri A. Damrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Jackson v. White Fir Holdings, LLC, et al., Sacramento County Superior Court, Case No. 34-2021-00301656***, Settlement Administrator, c/o _____.

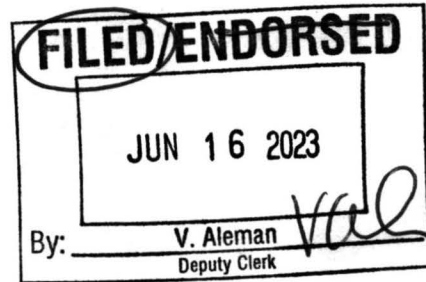
This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project pursuant to California Code of Civil Procedure section 386. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2



JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
ilapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
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Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

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

DORETHA JACKSON, on behalf of herself and
on behalf of all persons similarly situated,

Plaintiffs,

vs.

WHITE FIR HOLDINGS, LLC d/b/a MID-
TOWN OAKS POST-ACUTE, a Delaware
Limited Liability Company; PLUM
HEALTHCARE FOUNDATION, a California
Corporation; PLUM HEALTHCARE GROUP,
LLC, a California Limited Liability Company; GI
SIDE FUND PLUM CORP., a Delaware
Corporation; CALIFORNIA OPCO SUB, LLC, a
Delaware Limited Liability Company; and DOES
1-50, Inclusive.

Defendants.

CASE NO. 34-2021-00301656

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

Hearing Date: June 16, 2023
Hearing Time: 9:00am
Department: 28

Trial Date: Not Set
Action Filed: May 27, 2021

Reservation No. 2712082

[PROPOSED] ORDER GRANTING PRELIM. APPROVAL OF CLASS AND PAGA SETTLEMENT



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

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on April 28, 2023 in Department 28 before the Honorable Lauri A. Damrell, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Stipulation of Settlement of Class and PAGA Action Claims and Release
8 of Claims ("Agreement") filed herewith. All terms used herein shall have the same meaning as defined
9 in the Agreement.

10 2. The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$750,000,
11 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of
12 reasonableness and appears to be presumptively valid, subject only to any objections that may be raised
13 at the final fairness hearing and final approval by this Court. It further appears that investigation and
14 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
15 respective positions. It further appears to the Court that settlement at this time will avoid substantial
16 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
17 prosecution of the Action. It further appears that the Settlement has been reached as the result of
18 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the
19 settlement according to the terms of the Agreement and in conformity with this Order. The Court has
20 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
21 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable
22 when balanced against the probable outcome of further litigation relating to certification, liability, and
23 damages issues.

24 3. A final fairness hearing on the question of whether the proposed Settlement, Attorneys'
25 Fees to Class Counsel, costs of administration and the Service Award should be finally approved as fair,
26 reasonable and adequate as to the members of the Class is scheduled in Department 28 on the date and
27 time set forth in the implementation schedule in Paragraph 12 below.
28

1 4. This Court approves, as to form and content, the Notice of Pendency of Class Action and
2 Proposed Settlement. The Court approves the procedure for Class Members to opt out of, or to object
3 to, the Settlement as set forth in the Agreement and Notice.

4 5. The Court directs the mailing of the Notice of Pendency of Class Action and Proposed
5 Settlement by first class mail to the Class Members in accordance with the Implementation Schedule set
6 forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set
7 forth in the Implementation Schedule, meet the requirements of due process and provide the best notice
8 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled
9 thereto.

10 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
11 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
12 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
13 applications for the Class Representative Service Award, and Class Counsel's request for attorneys' fees
14 and litigation costs; (3) a formula used to determine the Class Member's estimated Individual Settlement
15 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to
16 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member
17 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.
18 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
19 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
20 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
21 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or
22 needed, so long as such corrections do not materially alter the substance of the documents. The Court
23 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in
24 the Agreement and this Order meets the requirements of due process, is the best notice practicable under
25 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

27 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
28 only. For Settlement purposes only, the Court conditionally certifies the following Class: "all non-

1 exempt employees who are or previously were employed by White Fir Holdings, LLC d.b.a Midtown
2 Oaks Post-Acute Care, who did not sign an arbitration agreement, and performed work at the Midtown
3 Oaks Post-Acute Center located at 2600 L St., Sacramento, California 95816 during the Class Period.”
4 The Class Period is the period of time from May 27, 2017 to January 20, 2023.

5 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
6 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
7 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
8 of law and fact predominate, and there is a well-defined community of interest amongst the Class
9 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are
10 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately
11 protect the interests of the Class Members; (e) a class action is superior to other available methods for
12 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel
13 for the Class.

14 9. The Court confirms Plaintiff Doretha Jackson as Class Representative, and Shani O.
15 Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC as Class
16 Counsel.

17 10. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
18 Administrator.

19 11. To facilitate administration of the Settlement pending final approval, the Court hereby
20 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
21 proceedings (including filing claims with the Division of Labor Standards Enforcement of the California
22 Department of Industrial Relations) regarding claims released by the Settlement, unless and until such
23 Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time
24 to do so has elapsed.

25
26
27
28 ///

12. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Member Information to Settlement Administrator	10 business days after Order granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Notice and Notice of Settlement Award Form to Class Members	21 calendar days after the Order granting preliminary approval
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
d.	Deadline for Class Member to Postmark any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	28 days following expiration of the Response Deadline
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	7 days after the Response Deadline
g.	Final Fairness Hearing and Final Approval	10/6/23 @ 9:00 am. LAURI A. DAMRELL
h.	Deadline for Defendants to fund Settlement	30 calendar days after Effective Date and every 30 calendar days thereafter until complete
i.	Deadline for Settlement Administrator to mail the Settlement Payments and the Service Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	30 business days after Funding Date
j.	Deadline for Class Members to cash Settlement Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Settlement Payments and the Service Award

k.	Deadline for Settlement Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	Within 14 calendar days after the deadline for Class Members to cash Settlement Payment checks
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13. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.

Dated: 6/16/23


HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT
LAURI A. DAMRELL

EXHIBIT 3

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, March 31, 2023 3:16 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

03/31/2023 03:15:50 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: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Jackson v. White Fir (002-199)							
02/16/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	0:54	495.00	495.00
02/18/2021	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Client Intake Packet	550.00	1:30	825.00	1,320.00
02/22/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee Documents	550.00	3:06	1,705.00	3,025.00
03/05/2021	No	Jean Claude Lapuyade	Legal Research - Preliminary Claim Analysis (Which Wage Order Applies)	550.00	4:06	2,255.00	5,280.00
03/09/2021	No	Jean Claude Lapuyade	Legal Research - Preliminary Claim Analysis (Meal, Rest, OTC Claim, 2802 and 203)	550.00	4:00	2,200.00	7,480.00
03/11/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Claim Analysis	550.00	0:42	385.00	7,865.00
03/19/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Cases and Statutes)	550.00	2:54	1,595.00	9,460.00
03/22/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	2:30	1,375.00	10,835.00
03/23/2021	No	Jean Claude Lapuyade	Pleadings - Emails to/from Client Re LWDA notice	550.00	1:18	715.00	11,550.00
03/24/2021	No	Jean Claude Lapuyade	Pleadings - Revised, Edited and Finalized LWDA notice	550.00	0:42	385.00	11,935.00
04/02/2021	No	Jean Claude Lapuyade	Case Management - Drafted Client Status Letter Re LWDA Timeline	550.00	1:00	550.00	12,485.00
05/20/2021	No	Jean Claude Lapuyade	Pleadings -Drafted, Revised and Edited Complaint	550.00	2:06	1,155.00	13,640.00
05/21/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Complaint Approval	550.00	0:36	330.00	13,970.00
05/26/2021	No	Jean Claude Lapuyade	Pleadings - Finalized Complaint for Filing	550.00	0:48	440.00	14,410.00
06/11/2021	No	Jean Claude Lapuyade	Pleadings - R&R COurt's MO Re Complex Determination	550.00	0:12	110.00	14,520.00
07/22/2021	No	Jean	Case Management - TCW OC Re Demurrer and	550.00	0:30	275.00	14,795.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	Status of Service				
08/04/2021	No	Jean Claude Lapuyade	Case Management - TCW OC Re Pleading Status	550.00	0:30	275.00	15,070.00
08/10/2021	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Dec Re Demurrer	550.00	0:30	275.00	15,345.00
09/08/2021	No	Jean Claude Lapuyade	Pleadings - R&R Answer	550.00	1:30	825.00	16,170.00
09/08/2021	No	Jean Claude Lapuyade	Legal Research - Motion not Strike and Demurrer Answer (De Minimus and Safe Harbor)	550.00	3:18	1,815.00	17,985.00
10/04/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1) to all Four (4) Defendants	550.00	3:54	2,145.00	20,130.00
10/12/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited RFP (Set 1), RFA (Set 1) and SI (Set 2) to all Four (4) Defendants	550.00	6:48	3,740.00	23,870.00
11/08/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension on Discovery Responses	550.00	0:30	275.00	24,145.00
11/29/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:24	220.00	24,365.00
12/28/2021	No	Jean Claude Lapuyade	Discovery - R&R Defendants' Responses to SI Set (1)	550.00	3:00	1,650.00	26,015.00
01/06/2022	No	Jean Claude Lapuyade	Discovery - Revised and Edited M&C Letter Re SI (Set 1) and Belaire Notice	550.00	1:30	825.00	26,840.00
01/26/2022	No	Jean Claude Lapuyade	Discovery - TCW OC Re Discovery M&C and Belaire	550.00	0:30	275.00	27,115.00
01/28/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	550.00	0:48	440.00	27,555.00
01/31/2022	No	Jean Claude Lapuyade	Legal Research - Motion to Compel Statutes and Case Law Supporting Class List Discovery	550.00	3:42	2,035.00	29,590.00
02/02/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Motion to Compel Discovery	550.00	6:48	3,740.00	33,330.00
02/18/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's MO	550.00	0:12	110.00	33,440.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/24/2022	No	Jean Claude Lapuyade	Status update to client - Phone Call	550.00	0:30	275.00	33,715.00
03/25/2022	No	Jean Claude Lapuyade	Case Management - Drafted CMS	550.00	1:30	825.00	34,540.00
03/29/2022	No	Jean Claude Lapuyade	Email Correspondence - Status	550.00	0:30	275.00	34,815.00
04/05/2022	No	Jean Claude Lapuyade	Case Management - R&R COurt's Order Continuing Hearing	550.00	0:18	165.00	34,980.00
04/05/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:36	330.00	35,310.00
04/11/2022	No	Jean Claude Lapuyade	Case Management - R&R Sub. of Attorney	550.00	0:30	275.00	35,585.00
04/20/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Minute Order	550.00	0:18	165.00	35,750.00
04/21/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediators	550.00	0:18	165.00	35,915.00
04/26/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Case Setting Call Re Case Status	550.00	0:24	220.00	36,135.00
04/27/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Mediation and Discovery	550.00	0:36	330.00	36,465.00
04/29/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:36	330.00	36,795.00
06/10/2022	No	Sydney Castillo-Johnson	Email Communications - email opposing counsel for data demand/information	300.00	0:12	60.00	36,855.00
06/10/2022	No	Sydney Castillo-Johnson	Draft and email OPC re: data demand for mediation	300.00	0:40	200.00	37,055.00
06/14/2022	No	Sydney Castillo-Johnson	Email OPC re: follow up on data demand	300.00	0:06	30.00	37,085.00
06/14/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from Mediation Data Sample	550.00	0:42	385.00	37,470.00
06/23/2022	No	Sydney Castillo-	Email OPC re: additional follow up for data demand for mediation	300.00	0:06	30.00	37,500.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/26/2022	No	Johnson Jean Claude Lapuyade	Discovery - Emails to/from OPC Re Mediation Data	550.00	0:24	220.00	37,720.00
07/05/2022	No	Sydney Castillo- Johnson	Email to OC re: follow up on mediation data demand	300.00	0:06	30.00	37,750.00
07/11/2022	No	Sydney Castillo- Johnson	Fact investigation - review client documents and employee file	300.00	1:10	350.00	38,100.00
07/11/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	38,320.00
07/13/2022	No	Sydney Castillo- Johnson	Fact Investigation - call with client re: claims and mediation brief	300.00	0:45	225.00	38,545.00
07/22/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	38,820.00
07/28/2022	No	Sydney Castillo- Johnson	Legal Research for claims in mediation brief	300.00	1:34	470.00	39,290.00
07/29/2022	No	Sydney Castillo- Johnson	Legal research - finish researching for mediation brief	300.00	3:20	1,000.00	40,290.00
08/01/2022	No	Sydney Castillo- Johnson	Draft mediation brief	300.00	3:18	990.00	41,280.00
08/02/2022	No	Sydney Castillo- Johnson	Continue drafting mediation brief	300.00	2:54	870.00	42,150.00
08/12/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:30	275.00	42,425.00
08/21/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	1:00	550.00	42,975.00
08/21/2022	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	3:06	1,705.00	44,680.00
08/24/2022	No	Monnett DeLaTorre	Review Complaint, PAGA notice, documents produced by defense, Plaintiff's specific personnel related files, time records and payroll records in conjunction with reviewing mediation brief in order to provide comments and edits as to mediation and additional relevant points to be focused on during mediation.	500.00	4:36	2,300.00	46,980.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/25/2022	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Time and Payroll Date	550.00	2:18	1,265.00	48,245.00
08/26/2022	No	Jean Claude Lapuyade	Discovery - Reviewed and Analyzed Expert Report w/ Emails to/from Expert	550.00	3:06	1,705.00	49,950.00
08/27/2022	No	Jean Claude Lapuyade	Discovery - Read, Review and Analyze Expert Report	550.00	2:00	1,100.00	51,050.00
08/29/2022	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	7:00	3,850.00	54,900.00
08/29/2022	No	Sydney Castillo-Johnson	Attend mediation	300.00	4:00	1,200.00	56,100.00
08/30/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator and OC	550.00	0:42	385.00	56,485.00
09/06/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	550.00	0:18	165.00	56,650.00
09/10/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Financial Records	550.00	0:24	220.00	56,870.00
09/20/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Production	550.00	0:12	110.00	56,980.00
10/12/2022	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation	550.00	0:12	110.00	57,090.00
10/20/2022	No	Jean Claude Lapuyade	Mediation - Emails and Phone Call w/ Mediator Rottman	550.00	1:00	550.00	57,640.00
10/26/2022	No	Jean Claude Lapuyade	Mediation - TCW Mediator	550.00	0:36	330.00	57,970.00
10/27/2022	No	Monnett DeLaTorre	Review mediation brief and documents in file including time and payroll records and policies in furtherance of preparing discovery outline.	500.00	5:00	2,500.00	60,470.00
10/27/2022	No	Jean Claude Lapuyade	Discovery - R&R Belaire Notice	550.00	0:36	330.00	60,800.00
10/27/2022	No	Jean Claude Lapuyade	Mediation - TCW Mediator	550.00	0:30	275.00	61,075.00
11/07/2022	No	Jean Claude	Mediation - Call w/ OC Re Proposal	550.00	0:30	275.00	61,350.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/07/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - Emails to/from OC and Mediator Re Proposal	550.00	0:42	385.00	61,735.00
11/07/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - Followup emails to/from OC after TCW	550.00	0:18	165.00	61,900.00
11/11/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - Email to/from OC Re Workweeks and MOU	550.00	0:18	165.00	62,065.00
11/15/2022	No	Lapuyade Jean Claude Lapuyade	Discovery - TCW Expert Re Class Size/Workweek Extrapolation	550.00	0:42	385.00	62,450.00
11/16/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - TCW OC Re Proposal	550.00	0:24	220.00	62,670.00
11/16/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - CTW Co-Counsel Re Proposal	550.00	0:30	275.00	62,945.00
11/23/2022	No	Lapuyade Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension	550.00	0:12	110.00	63,055.00
11/30/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - Emails to/from OC Re Settlement	550.00	0:42	385.00	63,440.00
12/05/2022	No	Lapuyade Jean Claude Lapuyade	Mediation - Emails to/from OC Re MOU	550.00	0:42	385.00	63,825.00
12/06/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re Settlement	550.00	0:18	165.00	63,990.00
12/07/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited MOU	550.00	1:12	660.00	64,650.00
12/07/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Revised Edited MOU	550.00	0:42	385.00	65,035.00
12/14/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R MOU Per Defense Edits	550.00	0:42	385.00	65,420.00
12/19/2022	No	Lapuyade Jean Claude Lapuyade	Discovery - Emails to/from OC Re discovery Extension	550.00	0:12	110.00	65,530.00
12/20/2022	No	Lapuyade Jean Claude Lapuyade	Case Management - Drafted. Revised and Edited Joint CMS	550.00	1:00	550.00	66,080.00
12/21/2022	No	Lapuyade Jean	Case Management - Emails to/from OC Re Joint	550.00	0:18	165.00	66,245.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	Status Report				
01/08/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	1:00	550.00	66,795.00
01/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:48	440.00	67,235.00
02/06/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from ADMINS Re Bids	550.00	1:00	550.00	67,785.00
02/06/2023	No	Monnett DeLaTorre	Review emails with respect to mediators proposal, settlement agreement, notice and other related settlement documents in order to identify additional action items needed for purposes of approval	500.00	1:00	500.00	68,285.00
02/07/2023	No	Jean Claude Lapuyade	Settlement - Drafted Long Form Agreement	550.00	3:54	2,145.00	70,430.00
02/15/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR w/ Defense Edits	550.00	1:48	990.00	71,420.00
02/21/2023	No	Jean Claude Lapuyade	Legal Research - MPA Issues and Burdens (Case Law)	550.00	3:54	2,145.00	73,565.00
03/02/2023	No	Jean Claude Lapuyade	Legal Research - MPA Issues	550.00	5:12	2,860.00	76,425.00
03/24/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Defense Dec. Re Workweeks and Emails Re Same	550.00	0:36	330.00	76,755.00
03/31/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Motion for Final Approval	550.00	0:24	220.00	76,975.00
04/12/2023	No	Monnett DeLaTorre	Review and revise case management statement and conduct strategy meeting with litigation team.	500.00	0:30	250.00	77,225.00
04/13/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	1:00	550.00	77,775.00
04/27/2023	No	Jean Claude Lapuyade	Law and Motion - R&R COurt's Tentative on MPA	550.00	0:48	440.00	78,215.00
05/19/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Supplemental MPA Papers	550.00	1:24	770.00	78,985.00
05/22/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Support. MPA Documents w/ Defense Edits and Emails Re Same	550.00	1:00	550.00	79,535.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/24/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	550.00	0:24	220.00	79,755.00
06/15/2023	No	Maria Watters	File maintenance	175.00	0:30	87.50	79,842.50
06/15/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Court's Ruling on MPA	550.00	1:00	550.00	80,392.50
06/15/2023	No	Jean Claude Lapuyade	Case Management - TCW Client Re MPA Order	550.00	0:24	220.00	80,612.50
06/16/2023	No	Monnett DeLaTorre	Review settlement papers and motion for approval papers in furtherance of reviewing and revising status update to the client as to where the matter stands.	500.00	1:30	750.00	81,362.50
06/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:18	165.00	81,527.50
06/23/2023	No	Maria Watters	File maintenance	175.00	0:30	87.50	81,615.00
06/29/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Timeline	550.00	0:30	275.00	81,890.00
07/06/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Class Data	550.00	0:18	165.00	82,055.00
07/07/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Data Discrepancies	550.00	0:30	275.00	82,330.00
07/10/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice and Calculations	550.00	0:42	385.00	82,715.00
07/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Mailing	550.00	0:18	165.00	82,880.00
07/14/2023	No	Monnett DeLaTorre	Review status of motion to compel deadlines and conduct strategy meeting with litigation team.	500.00	0:30	250.00	83,130.00
07/26/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:30	275.00	83,405.00
08/05/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:24	220.00	83,625.00
08/10/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	83,790.00
09/06/2023	No	Jean	Law and Motion - R&R Admin Dec. ISO Final	550.00	1:00	550.00	84,340.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/06/2023	No	Claude Lapuyade Jean	Settlement - R&R Final Admin Calculations	550.00	1:30	825.00	85,165.00
09/06/2023	No	Claude Lapuyade Jean	Legal Research - Motion for Final Approval and Motion for Fees Issues	550.00	3:54	2,145.00	87,310.00
09/06/2023	No	Claude Lapuyade Jean	Law and Motion - Emails to/from OC Re Review of MFA	550.00	0:18	165.00	87,475.00
09/07/2023	No	Claude Lapuyade Jean	Law and Motion - R&R Draft Dec. ISO Final	550.00	1:00	550.00	88,025.00
09/07/2023	No	Claude Lapuyade Jean	Law and Motion - Emails to/from Admin Re Dec. ISO Final	550.00	0:36	330.00	88,355.00
09/08/2023	No	Claude Lapuyade Jean	Law and Motion - R&R Proposed Order and Judgment for Final Approval	550.00	1:00	550.00	88,905.00
09/11/2023	No	Claude Lapuyade Jean	Law and Motion - R&R P&As Motion for Final Approval	550.00	3:06	1,705.00	90,610.00
Total for Jackson v. White Fir (002-199)					174:53	\$90,610.00	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Jackson v. White Fir (002-199)						
03/31/2021	Journal Entry	Mar. 2021		Postage for Mar. 2021	16.50	16.50
		Postage				
07/31/2021	Journal Entry	July 2022		Copies for July 2021	1.10	17.60
		Postage				
07/31/2021	Journal Entry	July 2022		Postage for July 2021	1.22	18.82
		Postage				
08/11/2021	Check	2548	Knox Attorney Services, Inc.	Invoice No. 4345138 Re: Service On: White Fir Holdings	121.55	140.37
08/11/2021	Check	2548	Knox Attorney Services, Inc.	Invoice No. 4345140 Re: Service On: GI Side Fund Plum Corp	66.55	206.92
08/11/2021	Check	2548	Knox Attorney Services, Inc.	Invoice No. 4345139 Re: Service On: Plum Healthcare Foundation	66.55	273.47
08/11/2021	Check	2548	Knox Attorney Services, Inc.	Invoice No. 4345036 Re: Service On: Plum Healthcare Foundation	121.55	395.02
08/11/2021	Check	2548	Knox Attorney Services, Inc.	Invoice No. 4345141 Re: Service On: California OPCO Sub	66.55	461.57
10/31/2021	Journal Entry	Oct 2021		Copies for Oct 2021	2.05	463.62
		Postage				
10/31/2021	Journal Entry	Oct 2021		Postage for Oct 2021	3.02	466.64
		Postage				
01/31/2022	Journal Entry	Jan 2022		Postage for Jan 2022	0.73	467.37
		Postage				
01/31/2022	Journal Entry	Jan 2022		Copies for Jan 2022	1.00	468.37
		Postage				
02/28/2022	Journal Entry	Feb 2022		Copies for Feb 2022	1.00	469.37
		Postage				
02/28/2022	Journal Entry	Feb 2022		Postage for Feb 2022	0.73	470.10
		Postage				
03/31/2022	Journal Entry	Mar 2022		Copies for Mar 2022	2.50	472.60
		Postage				
03/31/2022	Journal Entry	Mar 2022		Postage for Mar 2022	2.39	474.99
		Postage				
04/05/2022	Check		Steven J. Rottman	Invoice No. 4499	5,000.00	5,474.99
04/30/2022	Journal Entry	April 2022		Postage for April 2022	0.53	5,475.52
		Postage				
04/30/2022	Journal Entry	April 2022		Copies for April 2022	66.55	5,542.07
		Postage				
05/31/2022	Journal Entry	May 2022		Copies for May 2022	0.30	5,542.37
		Postage				
09/02/2022	Check	2948	Desmond, Marcello & Amster, LLC	Inv. 308838 - Damage Analysis	2,226.25	7,768.62
10/19/2022	Expense		One Legal LLC	One Legal Order Number: 19090524 - Filing Fee Re: Joint Case Management Statement, Proof of Service	72.07	7,840.69
10/31/2022	Journal Entry	Oct. 2022		Copies for October 2022	1.00	7,841.69
		Postage				
10/31/2022	Journal Entry	Oct. 2022		Postage for October 2022	0.57	7,842.26
		Postage				
12/09/2022	Check	3052	Desmond, Marcello & Amster, LLC	Inv. 308994	258.12	8,100.38

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
12/27/2022	Expense		One Legal LLC	One Legal Order Number: 19512856 - Filing Fee Re: Joint Case Management Statement, Proof of Service	72.07	8,172.45
12/31/2022	Journal Entry	Dec 2022 Postage		Postage for December 2022	1.71	8,174.16
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	2.00	8,176.16
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	14.40	8,190.56
04/20/2023	Expense		One Legal LLC	One Legal Order no. 20217066 - Filing Fee Re: Joint Case Management Statement, Proof of Service,	72.07	8,262.63
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	1.70	8,264.33
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	1.20	8,265.53
05/30/2023	Check	3285	Knox Attorney Services, Inc.	Inv 4402412	146.15	8,411.68
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	2.30	8,413.98
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	3.34	8,417.32
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.30	8,417.62
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	0.84	8,418.46
Total for Jackson v. White Fir (002-199)					\$8,418.46	
TOTAL					\$8,418.46	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)

- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);