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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

NATASHA TAYLOR, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

THE WEST OAKLAND HEALTH
COUNCIL, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. RG20049604

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

Date: February 25, 2025

Time: 1:30 p.m.

Reservation ID: 803492234138

Judge: Hon. Somnath Raj Chatterjee

Dept.: 21

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff NATASHA TAYLOR (hereafter "Plaintiff") in this wage and hour class action filed against
6 Defendant THE WEST OAKLAND HEALTH COUNCIL ("Defendant").

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

9 **I. EXHIBITS**

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

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

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex Class Action LLC in the amount of \$9,350.

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

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is
26 particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
28 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being

1 denied or of Defendant prevailing at trial. Given that there are approximately 568 Class Members, the
2 average gross recovery is approximately \$801.05 (Net Settlement Amount divided by Class Members).

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

8 **III. FACTS AND PROCEDURE**

9 **A. Overview of the Litigation and Mediated Settlement**

10 9. Defendant operates a health center that provides primary and preventative care
11 throughout California, including the County of Alameda where Plaintiff worked. This action asserts
12 claims on behalf of Defendant's current and former non-exempt employees employed in California
13 during the Class Period. Plaintiff worked for Defendant as a non-exempt employee in California
14 between approximately June 2017 to approximately September 2017. At all times during her
15 employment, Plaintiff was paid an hourly wage and was entitled to legally compliant meal and rest
16 periods. Throughout her employment, Plaintiff was subject to Defendant's written policies and
17 procedures contained in, among other documents, the "West Oakland Health Council Employee
18 Handbook."

19 10. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest
20 periods, failed to pay for all time worked, failed to pay overtime and sick pay at the correct regular rate
21 of pay, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage
22 statements, and failed to pay all wages when due. Defendant forcefully denies liability for each of
23 Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment
24 laws and raised several other significant defenses to Plaintiff's claims, including but not limited to,
25 compliant meal and rest period policies, compliant wage statements, and timely payment all wages due
26 upon separation of employment.

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1 11. On January 7, 2020, Plaintiff filed a Class and Representative Action Complaint in the
2 Alameda Superior Court, Case No. RG20049604 (“Action”). The Action alleged ten causes of action
3 for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of
4 California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California
5 Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194,
6 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202
7 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid
8 During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage
9 Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll
10 Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business
11 Expenses); (10) Violation of California Business & Professions Code §§ 17200, *et seq.*

12 12. On December 2, 2022, the Parties attended mediation with Henry Bongiovi, Esq., a
13 mediator of wage and hour class actions. The mediation did not result in a settlement. Plaintiff
14 subsequently propounded formal written discovery. Before Defendant’s responses were due, the Parties
15 agreed to attend a second mediation. To prepare for the second mediation, the Parties agreed to
16 informally exchange documents and data points subject to the mediation privilege, including but not
17 limited to, the Class Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s
18 counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’
19 time and payroll data.

20 13. On May 8, 2024, Plaintiff served Defendant and the Labor and Workforce Development
21 Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth
22 the facts and theories supporting Defendant’s alleged violations of various provisions of the California
23 Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of her intent to
24 pursue claims under PAGA.

25 14. On May 9, 2024, the Parties participated in a second mediation session presided over by
26 Steven J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The
27 mediation concluded with a settlement, which was subsequently memorialized in the form of a
28

1 Memorandum of Understanding. The Parties drafted and negotiated a long-form settlement agreement,
2 which is the subject of the instant motion. The Parties now seek approval of the entire Agreement.

3 15. On July 29, 2024, Plaintiff filed her First Amended Complaint alleging an additional
4 cause of action for violations of PAGA.

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

6 16. Months before filing the Action, Class Counsel began its pre-filing investigation into
7 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
8 Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,
9 including payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's
10 complaints justified further inquiry.

11 17. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
12 response, Defendant produced several documents, including but not limited to, copies of Plaintiff's
13 hiring documents, time and payroll records, performance reviews, and termination documents. Class
14 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
15 Plaintiff's claim that Defendant failed to, among other things, pay for all time worked, issue accurate
16 itemized wage statements, reimburse for mandatory business expenses, and provide compliant meal and
17 rest periods.

18 18. Considering the many anticipated factual disputes, the Parties agreed that it would be in
19 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
20 requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability
21 exposure to the Class Members. In response to Class Counsel's request, Defendant produced time and
22 payroll records for the Class Members, aggregate workweek and pay period data for the Class Members,
23 average hourly rate for the Class Members, and copies of applicable handbooks, policies, and
24 agreements containing, *inter alia*, compensation, timekeeping and meal and rest period policies. In total,
25 Class Counsel reviewed approximately 6,166 pages and over 15 million unique cells of time and payroll
26 data for Class Counsel to analyze.

27 19. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
28 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services

1 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
2 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
3 differently, the BCG is uniquely qualified to analyze Defendant's time and payroll data.

4 20. BCG analyzed Defendant's time and payroll data to assist in the development of various
5 damage models. Among other things, BCG determined the approximate number of work shifts,
6 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
7 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
8 rest periods, the amount of paid missed meal period premiums paid during the Class Period, the amount
9 of underpayment of overtime, premiums, and sick time resulting from miscalculation of the regular rate
10 of pay, the amount of off-the-clock work, and the amount of unreimbursed business expenses incurred
11 by Class Members during the Class Period.

12 21. In advance of mediation, Class Counsel created a damage model predicated on the BCG
13 analysis. Class Counsel's model calculated Defendant's potential liability exposure while accounting
14 for the uncertainties of continued litigation. This damage model informed and guided Class Counsel
15 during the mediated settlement discussions.

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18 for the uncertainties of continued litigation. This damage model informed and guided Class Counsel
19 during the mediated settlement discussions.

20 **IV. ARGUMENT**

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

22 23. The Parties participated in mediation with Henry Bongiovi, Esq., and Steven J. Rottman,
23 Esq., mediators of wage and hour class and PAGA actions. The mediators managed the Parties'
24 expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple*
25 *Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal.
26 Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a collusive
27 settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in
28 pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and

1 undue pressure.”.) At all times, the Parties’ negotiations were at an arm’s length, adversarial and non-
2 collusive. The matter was resolved only after a full day of mediated negotiations managed by the
3 mediator who heard arguments, reviewed evidence and evaluated the Parties’ respective claims and
4 defenses.

5 24. Once the Parties reached a settlement, the Parties engaged in protracted negotiations
6 regarding the written terms of the class action settlement. The Parties maintained the arm’s length, non-
7 collusive and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement
8 is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate
9 and represent a reasonable compromise of the claims at issue.

10 25. The Gross Settlement Amount of \$795,000 is fair and reasonable considering the nature
11 and magnitude of the claims being settled and the various potential impediments to recovery. Prior to
12 mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant’s
13 liability exposure while accounting for the uncertainties of continued litigation. The various models
14 were informed by Class Counsel’s investigation, including the analysis of a significant sample of time
15 and payroll data. Class Counsel projected Defendant’s liability exposure for *class claims* (excluding
16 PAGA penalties) ranged between \$1,395,899.99 (“Conservative Model”) and \$7,661,125.34
17 (“Aggressive Model”) if successful at trial. This range reflects the uncertainty regarding several of the
18 claims, together with the uncertainty surrounding derivative liability for waiting time penalties. Thus,
19 the Gross Settlement Amount of \$795,000.00 represents approximately between 10.38% (“Aggressive
20 Model”) and 56.95% (“Conservative Model”) of Defendant’s *class-wide* liability exposure as estimated
21 by Class Counsel at the time of mediation. The following summarizes Class Counsel’s estimation of
22 Defendant’s exposure.

23 (1) Estimated Exposure for Regular Rate Violations

24 26. Plaintiff’s primary claim alleged that Defendant miscalculated the regular rate of pay for
25 purposes of overtime, meal period premiums, and redeemed sick pay. Specifically, Plaintiff alleges
26 that Class Members received non-discretionary incentive compensation labeled on wage statements as
27 “HAZARD PAY,” “NIGHT SHIFT,” “ON CALL,” “eonc,” “BONUS,” and “ebon” payments, which
28

1 were not properly calculated into the regular rate of pay for purposes of overtime and redeemed sick
2 pay.

3 a. Overtime Miscalculation

4 27. At the time of mediation, Plaintiff's expert determined that 3% of employees received
5 both overtime pay and additional compensation in the same pay period. However, overtime
6 compensation was paid at 1.5 times the employee's base rate of pay. Plaintiff contends that Defendant
7 failed to include the additional compensation in the calculation, resulting in an underpayment of
8 overtime compensation to Plaintiff and the Class Members.

9 28. Defendant denied liability for this claims and asserted that additional compensation paid
10 to employees was discretionary, and consequently, that it accurately paid all overtime hours worked.
11 Further, Defendant argued that that claim is unsuitable for class treatment because the claim affected
12 only a small portion of the Class Members.

13 b. Meal Period Premium Miscalculation

14 29. At the time of mediation, Plaintiff's expert determined that 0.3% of employees received
15 both meal period premiums and additional compensation in the same pay period. However, the meal
16 period premium compensation was paid at the employee's base rate of pay. Plaintiff contends that
17 Defendant failed to include additional compensation in the calculation, resulting in an underpayment of
18 meal period premiums to Plaintiff and the Class Members. Again, Defendant argued that this claim
19 affected less than 1% of the Class Members, making this claim unsuitable for class treatment.

20 c. Sick Pay Miscalculation

21 30. Similarly, Plaintiff alleges that Defendant failed to accurately pay redeemed sick pay by
22 failing to include additional compensation into the regular rate of pay. At the time of mediation,
23 Plaintiff's expert determined that 59.8% of employees received sick pay and additional compensation
24 in the same pay period.

25 31. Defendant asserted once again that any additional compensation did not need to be
26 included in the regular rate of pay for purposes of sick pay compensation. Additionally, Defendant
27 argued that only 59.8% of employees were affected, making the claim unsuitable for class treatment.

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1 32. In total, prior to applying any discounts, Plaintiff estimated Defendant's maximum
2 liability for regular rate of pay violations is \$71,900.00. However, considering Defendant's defenses
3 and the uncertainty associated with claim, Class Counsel believes a maximum recovery is highly
4 unlikely. As outlined above, the risks associated with Plaintiffs' regular rate of pay claim were great.
5 For instance, of the six (6) identified incentive compensation items, only three (3) are arguably certain
6 to be non-discretionary.

7 33. Thus, considering Defendant's defenses, an optimistic 50% to account for these defenses.
8 Plaintiff estimated the range of damages for this claim was between \$35,950.00 and \$71,900.00.

9 (2) Estimated Exposure for Meal Period Violations

10 34. Plaintiff also alleges that Defendant failed to provide compliant meal periods and further
11 failed to provide any meal period premiums. Specifically, Plaintiff alleged that because of rigorous
12 work schedules and Defendant's understaffing, Plaintiff and Class Members were unable to take timely
13 and duty-free meal periods.

14 35. Conversely, Defendant argued that it provided Class Members with the opportunity to
15 take compliant meal periods. Further, Defendant argued that it had in place enforceable meal period
16 waivers applicable to Plaintiff and Class Members throughout the Class Period. Additionally, during
17 those shifts when meal period violations occurred, Defendant argued that it paid meal period premiums.
18 Further, Defendant also argued that Plaintiff and Class Members were subject to Wage Order 5 which
19 permits on duty meal periods. Upon review of Defendant's time and payroll records, Plaintiff's expert
20 confirmed this to be true and found a low violation rate with respect to meal periods. Thus, Defendant
21 argued that there was no potential liability for Plaintiff's alleged meal period violations. In light of
22 Defendant's meal period waivers and payment of meal period premiums, Plaintiff applied a 75%
23 discount and estimated that Defendant's exposure on this claim ranged between \$264,943.28 and
24 \$1,059,773.12.

25 (3) Estimated Exposure for Rest Period Violations

26 36. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
27 Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class Members were
28 required to remain on the premises and were unable to take timely and duty-free rest periods. Again,

1 Defendant denied liability and asserted that it maintained legally compliant rest period policies and
2 practices throughout the Class Period. Defendant also argued that Plaintiff and Class Members were
3 subject to Wage Order 5 which permits on duty rest periods. Moreover, Plaintiff recognizes the
4 evidentiary burdens in establishing this claim. Establishing Plaintiff's rest period claim would depend,
5 almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability
6 stages. Defendant likely would have argued that only a small number of Class Members missed their
7 rest breaks. Certification likely would have required depositions of Class Members who provided
8 declarations, and Defendant surely would have obtained opposing declarations stating either rest breaks
9 were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal.
10 Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court,
11 plaintiff's evidence that Defendants may have an illegal, written rest break policy is insufficient for this
12 Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D.
13 Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the
14 written policy does not generate uniform practices.") Consequently, Plaintiff applied a 75% discount to
15 this claim and estimated Defendant's exposure for this claim ranged from \$264,943.28 and
16 \$1,059,773.12.

17 (4) Estimated Exposure for Failure to Pay for All Hours Worked

18 37. Plaintiff further alleges that Defendant failed to pay its employees for all hours worked.
19 Specifically, Plaintiff asserts that she and other Class Members worked off-the-clock for approximately
20 three (3) minutes before each shift in order to answer questions from supervisors, compile files, and
21 answer phone calls before clocking in for her shift. As a result, Plaintiff, Class Members, and Aggrieved
22 Employees forfeited compensation, including overtime wages, for all the time they spent working under
23 Defendant's control.

24 38. Defendant vigorously denied liability for this claim. Defendant argued, among other
25 things, that employees filled in their time sheets themselves and recorded their time in line with their
26 actual work. Defendant also had in place compliant timekeeping policies that required employees to
27 accurately record their hours worked. Based on these arguments, Plaintiffs discounted this claim by
28

1 75% and estimated Defendant's exposure for this claim ranged from \$178,993.78 and approximately
2 \$715,975.10.

3 (5) Estimated Exposure for Failure to Reimburse for Mandatory Business
4 Expenses

5 39. Plaintiff further alleged that Defendant failed to reimburse its employees for mandatory
6 business expenses. Specifically, Plaintiff alleges that she and other Class Members were required to use
7 their own personal cellular phones as a result of and in furtherance of their job duties but were not
8 reimbursed for the cost associated with the use of their personal cellular phones.

9 40. Plaintiff alleges she and other Class Members were required to use their personal cell
10 phones in order to, among other things, communicate with supervisors and other employees. Defendant
11 denies these claims and noted that even if these claims were true, they would affect only a small subset
12 of that Class. Further, Defendant did not have a written policy requiring the use of phones and also
13 maintained a policy for expense reimbursement. Plaintiff never complained about using a phone and, if
14 she did, Defendant would have investigated and paid a reimbursement if it was in fact used for business
15 purposes. Based on these arguments, this claim is highly individualized making it unsuitable for class
16 treatment. Considering Defendant's defenses, Plaintiff applied an 85% discount to this claim. Plaintiff
17 estimated Defendant's exposure for this claim ranged from \$11,487.75 to \$76,585.00.

18 (6) Estimated Exposure for Wage Statement Violations

19 41. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
20 wage statements. Specifically, Plaintiff alleges that as a result of Defendant's failure to provide meal
21 and rest periods as required by the California Labor Code and pay for all wages, Plaintiffs and other
22 Class Members are entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security*
23 *Services* (2022) 13 Cal. 5th 93 (concluding that meal premiums are "wages" entitling employees to
24 derivative wage statement penalties). Defendant argued that this claim would fail because the
25 underlying claims would fail and that, even if it failed to furnish accurate wage statements, Plaintiff
26 could not establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this
27 claim by 50% to account for this risk. Plaintiffs estimated that Defendant's exposure on this claim
28 ranged between \$286,450.00 and \$1,145,800.00.

1 (7) Estimated Exposure for Waiting Time Penalties

2 42. Plaintiff also alleged that the Defendant's labor code violations resulted in derivative
3 liability for waiting time penalties. Although these *penalties* represented one of Defendant's largest
4 dollar amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendant argued that
5 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code
6 section 203. Additionally, for the reasons stated above, *Naranjo, supra*, 15 Cal. 5th 1056, creates
7 difficulty in Plaintiff succeeding in a purely derivative waiting time penalty claim. Consequently,
8 Plaintiff applied a 90% discount and estimated that Defendant's exposure for this claim ranged from
9 \$353,131.90 to \$3,531,319.00.

10 (8) Defendant's PAGA Exposure

11 43. Class Counsel's damage model also estimated Defendant's exposure for PAGA
12 violations. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure ranged from
13 \$83,500 to \$5,250,500.00.

14 44. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$32,000.00
15 which is approximately 4.03% of the Gross Settlement Amount. This amount falls well within the range
16 of approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Payment (\$24,000.00) will be
17 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
18 Payment (\$8,000) will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment"),
19 which is within the range of PAGA Payments approved by courts and should be approved.

20 45. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
21 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
22 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
23 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
24 Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
25 a violation for each pay period the employee worked. Again, Defendant raised several defenses that
26 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
27 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho*
28

1 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
2 manageability as to the rest period claims. In all, Plaintiff's PAGA liability exposure is hotly contested.

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

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

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

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

26 49. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
27 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
28 factor favoring settlement.

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

7 51. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$795,000.00 that
8 is between 10.38% and 56.95% of Defendants' *class-wide* liability exposure for damages and statutory
9 penalties. Given the amount of settlement here, as compared to potential value of the claims, offset by
10 the various inherent risks to continued litigation, the settlement is fair and reasonable.

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

12 52. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
13 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
14 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
15 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
16 procedure and time period within which to request for exclusion or to object to the Settlement, the date
17 for the final approval hearing, the formula used to calculate settlement payments, and the terms and
18 scope of the Released Class Claims. The Parties negotiated this method to ensure delivering the most
19 reasonable method of notice to the Class Members while ensuring cost effective administration of the
20 Settlement.

21 53. Accordingly, both the method of disseminating the Class Notice and content of the Class
22 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
23 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
24 compromise and of the options open to dissenting class members.")).

25 **D. The Court Should Preliminarily Approve the Class Representative Service Payment**

26 54. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The service award
27 is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
28 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her

1 case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that
2 its terms are fair and provide adequate relief for the Settlement Class.

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

6 **E. The Court Should Preliminarily Approve the Class Counsel Award**

7 56. Class Counsel took this matter on a contingency fee basis and invested significant time
8 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
9 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
10 Members. Considering the positive outcome for the Class Members, and in light of the supporting
11 authority, the proposed Class Counsel Award is fair and reasonable.

12 57. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
13 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
14 is sufficient for preliminary approval of the negotiated Class Counsel Award.

15 **F. Provisional Certification for Settlement Purposes Is Appropriate**

16 58. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional
17 certification of the Class is appropriate.

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

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

25 61. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
26 they arise from the same factual basis and are based on the same legal theories applicable to the other
27 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
28 Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which

1 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
2 her ability to advocate for the interests of the Class by initiating this litigation, participating in
3 mediation, and evaluating the proposed settlement to assure that it is fair.

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

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

14 **G. Class Counsel's Experience**

15 64. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
16 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
17 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
18 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
19 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
20 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate
21 Attorney), Perssia Razma, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office
22 Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), and Libia Ramirez (Secretary).

23 65. I am qualified to represent the Plaintiff and the State of California. I have extensive
24 experience with wage and hour class and representative actions litigation like this matter, and
25 employment matters in general. Additionally, I have extensive complex mass tort litigation experience
26 and complex construction product liability experience. I can, will and have adequately represented the
27 interests of the Plaintiff and the State of California throughout this action.

28 ///

66. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 17 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

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

68. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$125 million on behalf of the Firm's clients.

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

70. 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, *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

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

72. The parties agreed to appoint the Children's Advocacy Institute, as the Cy Pres. I do not have any interest in, or relationship or connection with the Children's Advocacy Institute. Similarly, no attorney in my firm has such interest, relationship or connection.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of January 2025, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade, Esq.
Attorneys for PLAINTIFF

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 ALAMEDA

NATASHA TAYLOR, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

THE WEST OAKLAND HEALTH
COUNCIL, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20049604

[Action Filed: January 7, 2020]

**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 NATASHA TAYLOR (hereinafter “Plaintiff”), on behalf of himself and on behalf of all persons similarly situated, and Defendant THE WEST OAKLAND HEALTH COUNCIL (hereinafter, “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Taylor v The West Oakland Health Council, et al.*, Alameda Superior Court Case No. RG20049604, filed January 7, 2020.
- B. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period. The PAGA Period is defined as the period from May 8, 2023, through the earlier of (1) preliminary court approval or (2) the date on which the Class Members’ Workweek count reaches 66,000 Workweeks.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- D. “Claims Administration Expenses” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$9,500.
- E. “Class” or the “Class Members” means all current and former non-exempt employees who worked for Defendant in California at any time from January 7, 2016, and the earlier of (1) preliminary court approval or (2) the date on which the Class Members’ Workweek count reaches 66,000 Workweeks.
- F. “Class Counsel” shall mean JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice PC.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$265,000 out of

\$795,000.00, plus costs and expenses in the amount up to \$25,000.00. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel (32.5% to JCL Law Firm, APC; 32.5% to Zakay Law Group, APLC; and 35% to Lawyers for Justice).

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

I. "Class Period" means the period from January 7, 2016, and the earlier of (1) preliminary Court approval or (2) the date on which the Class Members' Workweek count reaches 66,000 Workweeks.

J. "Class Representative" or "Plaintiff" shall mean Natasha Taylor.

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

L. "Defendant" shall mean The West Oakland Health Council.

M. "Effective Date" means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the Settlement and no objector appears at the hearing on final approval, the date of the Court's entry of the order granting final approval, (ii) if an objection is filed to the Settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment, i.e., sixty (60) days after the entry of the final approval order and judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment concerning the Action is no longer subject to

1 further judicial review. If this Settlement is approved , then Effective Date shall mean
2 the date of approval.

3 N. “Funding Date” shall be thirty (30) days after the Effective Date and is the date by
4 which Defendant has paid the entire Gross Settlement Amount and paid the employer
5 side payroll taxes to the Settlement Administrator in accord with the terms of this
6 Agreement.

7 O. “Gross Settlement Amount” or “GSA” means Seven Hundred Ninety-Five Thousand
8 Dollars and Zero Cents (\$795,000.00) that Defendant must pay into the QSF in
9 connection with this Settlement, including payments to all Settlement Class Members,
10 payment of Claims Administration Expenses; Class Counsel Award; Plaintiff’s
11 Service Award; and the PAGA Payments to the Aggrieved Employees and the
12 California Labor and Workforce Development Agency ("LWDA"). The Gross
13 Settlement Amount shall be all-in with no reversion to Defendant. Defendant is
14 responsible for the employer's share of payroll taxes which shall be paid separately
15 and in addition to the Gross Settlement Amount.

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

19 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, minus
20 Class Counsel Award, Plaintiff’s Service Award, Claims Administration Expenses,
21 and PAGA Payments.

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

25 S. “Operative Complaint” shall mean the “First Amended Complaint” filed on July 29,
26 2024.

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

- 1 U. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
2 Period for each Aggrieved Employee divided by the sum total of the PAGA Pay
3 Periods for all Aggrieved Employees during the PAGA Period.
- 4 V. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked in
7 California.
- 8 W. "PAGA Period" means the period from May 8, 2023, through the earlier of (1)
9 preliminary Court approval or (2) the date on which the Class Members' Workweek
10 count reaches 66,000 Workweeks.
- 11 X. "PAGA Payment" shall mean Thirty-Two Thousand Dollars (\$32,000) to be allocated
12 from the Gross Settlement Amount, with 25%, (\$8,000), going to the Aggrieved
13 Employees ("Aggrieved Employee Payment") and 75% of the payment (\$24,000),
14 going to the LWDA "LWDA Payment").
- 15 Y. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
16 Plaintiff or Defendant, individually.
- 17 Z. "Payment Ratio" means the respective Workweeks for each Class Member divided
18 by the sum total Workweeks for all Class Members during the Class Period.
- 19 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
20 by the Settlement Administrator to fund the Gross Settlement Amount.
- 21 BB. "Released Class Claims" shall mean all class claims alleged, or that reasonably could
22 have been alleged based on the facts alleged, in the Operative Complaint which
23 occurred during the Class Period, and expressly excluding all other claims, including
24 claims for vested benefits, wrongful termination, unemployment insurance, disability,
25 social security, workers' compensation, and class claims outside of the Class Period.
- 26 CC. "Released PAGA Claims" shall mean all PAGA claims alleged, or that reasonably
27 could have been alleged based on the facts alleged in the Operative Complaint and in
28 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 of the PAGA Period.

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

EE. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

FF. "Service Award" means an award in the amount of \$10,000 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing a general release of the Released Parties for the Released Class Claims and the Released PAGA Claims as set forth herein.

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

HH. "Settlement Administrator" means Apex Class Action. The Settlement Administrator establishes, designates and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

1 II. “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 JJ. “Workweeks, or “Workweek” as used herein shall mean any seven (7) consecutive
5 days beginning on Sunday and ending on Saturday in which a Class Member or
6 Aggrieved Employee was employed for at least a portion of one day during the Class
7 Period by Defendant in California.

8 **II. RECITALS**

9 A. On January 7, 2020, Plaintiff filed the Action, alleging claims for:

- 10 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 11 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
- 12 Premiums);
- 13 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 14 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
- 15 Minimum Wages);
- 16 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
- 17 Paid);
- 18 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
- 19 Employment);
- 20 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
- 21 Statements);
- 22 8. Violation of California Labor Code § 1174(d) (Failure to Keep Requisite
- 23 Payroll Records);
- 24 9. Violations of California Labor Code §§ 2800 and 2802 (Unreimbursed
- 25 Business Expenses);
- 26 10. Violation of California Business & Professions Code §§ 17200, et seq.

27 B. On May 8, 2024, Plaintiff filed a Notice of Violations with the LWDA and served the
28 same on Defendant.

- 1 C. On July 23, 2024, Plaintiff filed a First Amended Complaint for the purpose of adding
2 a cause of action, and incorporating related claims and factual allegations for
3 violations of PAGA.
- 4 D. The Class Representative believes she has claims based on alleged violations of the
5 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
6 that class certification is appropriate because the prerequisites for class certification
7 can be satisfied in the Action, and this Action is manageable as a PAGA
8 representative action.
- 9 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
11 Representative are owed, and further contends that, for any purpose other than
12 settlement, the Action is not appropriate for class or representative action treatment.
13 Defendant contends, among other things, that at all times it complied with the
14 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 15 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
16 the facts relevant to the Action, including conducting an independent investigation as
17 to the allegations, reviewing documents and information exchanged through informal
18 discovery, and reviewing documents and information provided by Defendant
19 pursuant to informal requests for information to prepare for mediation. Defendant
20 produced for the purpose of settlement negotiations certain employment data
21 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
22 the assistance of an expert. Based on their own independent investigation and
23 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
24 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
25 light of all known facts and circumstances, including the risks of significant delay,
26 defenses asserted by Defendant, uncertainties regarding class certification, and
27 numerous potential appellate issues. Although it denies any liability, Defendant
28 agrees to this Settlement solely to avoid the inconveniences and cost of further

litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On May 9, 2024, the Parties participated in mediation with Steven J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement, but after further negotiations, Mr. Rottman made a mediator's proposal, which was accepted by the Parties and subsequently memorialized in the form of a "Memorandum of Understanding."

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant shall pay the Gross Settlement Amount of Seven Hundred Ninety Five Thousand Dollars and Zero Cents (\$795,000.00). The Gross Settlement Amount shall be all-in with no reversion to Defendant. Defendant is responsible for the employer's share of payroll taxes which shall be paid separately and in addition to the Gross Settlement Amount.
2. Payment of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount within (30) calendar days after the Effective Date, by transferring the Gross Settlement Amount via wire transfer to the Settlement Administrator.
3. Class Size. Defendant estimates that the Settlement Class is comprised of 568 individuals. The Class Period will end on the earlier of the Workweek count for the Class Members totaling 66,000 or the Court's signed order of preliminary approval.
4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members for themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guarantors, assigns and representatives release the Released Parties from the Released Class Claims for the Class Period.

1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
3 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
4 THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD
5 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
6 THE DEBTOR OR RELEASED PARTY.

7 C. Release by the Plaintiff, the Aggrieved Employees and the LWDA. As of the Funding
8 Date, in exchange for the consideration set forth in this Agreement, the Plaintiff and
9 the Aggrieved Employees on behalf of the LWDA, and the State of California release
10 the Released Parties from the Released PAGA Claims for the PAGA Period. As a
11 result of this release, the Aggrieved Employees shall be precluded from bringing
12 claims against Defendant for the Released PAGA Claims. The express purpose of this
13 conditional Settlement is to forever bar Plaintiff, the LWDA, the State of California,
14 and any Aggrieved Employees from acting on behalf of or purporting to act on behalf
15 of the LWDA to assert any of the Aggrieved Employees' Released PAGA Claims
16 against the Released Parties in any future litigation.

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

- 19 1. The Court enters an order granting preliminary approval of the Settlement;
- 20 2. The Court enters an order granting final approval of the Settlement and a final
21 judgment;
- 22 3. If an objector appears at the final approval hearing, the time for appeal of the
23 final judgment and order granting final approval of Settlement expires; or, if
24 an appeal is timely filed, there is a final resolution of any appeal from the
25 judgment and order granting final approval of Settlement; and
- 26 4. Defendant fully funds the Gross Settlement Amount.

27 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
28 not preliminarily or finally approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendant from obtaining a complete resolution of the Released Class Claims and/or
3 Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement
4 Amount:

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

19 F. Termination. Defendant has the right in its sole and exclusive discretion to terminate
20 and withdraw from the Settlement at any time prior to the date the Court enters final
21 approval if 10% or more of Class Members timely and validly opt out of the Settlement
22 or if the Court fails to approve material terms of the Settlement, including the scope of
23 the release. Defendant must make such election within thirty (30) days after the
24 Response Deadline.

25 G. Certification of the Settlement Class. The Parties stipulate to conditional class
26 certification of the Class for the Class Period for purposes of this Settlement only. In
27 the event that this Settlement is not approved by the Court, fails to become effective,
28 or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits

1 Defendant from obtaining a complete resolution of the Released Class Claims and/or
2 the Released PAGA Claims, the conditional class certification (obtained for any
3 purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible
4 in any judicial, administrative or arbitral proceeding for any purpose or with respect to
5 any issue, substantive or procedural.

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

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

acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Within seventy-five (75) calendar days of execution of this Agreement or as soon as reasonably possible, Class Counsel shall draft and file with the Court a motion for order granting preliminary approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant's counsel with a draft of the motion at least five (5) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion.

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

receives (including the numbers of valid and deficient), and the number of Notices of Objection received.

L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the preliminary approval date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the notice of class action Settlement (“Class Notice”) in a form substantially similar to the form attached as **Exhibit A**. The Class Notice shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees’ individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees’ individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Class Notice shall set forth the release to be given by all Class Members who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees’ individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, if any, and the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees’ share of the Aggrieved Employee Payment, if

1 any. The Settlement Administrator shall use the Class Data to
2 determine Class Members' Workweeks and Aggrieved Employees'
3 PAGA Pay Periods. The Class Notice will also advise the Aggrieved
4 Employees that they will release the Released PAGA Claims and will
5 receive their share of the Aggrieved Employee Payment regardless of
6 whether they request to be excluded from the Settlement.

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

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

23 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
24 Administrator as non-delivered on or before the Response Deadline shall be
25 re-mailed to any forwarding address provided. If no forwarding address is
26 provided, the Settlement Administrator shall promptly attempt to determine a
27 correct address by lawful use of skip-tracing, or other search using the name,
28 address and/or Social Security number of the Class Member involved, and

1 shall then perform a re-mailing, if another mailing address is identified by the
2 Settlement Administrator. In addition, if any Notice Packets, which are
3 addressed to Class Members who are currently employed by Defendant, are
4 returned to the Settlement Administrator as non-delivered and no forwarding
5 address is provided, the Settlement Administrator shall notify Defendant.
6 Defendant will request that the currently employed Class Member provide a
7 corrected address, and transmit to the Settlement Administrator any corrected
8 address provided by the Class Member. Class Members who received a re-
9 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
10 days from the original Response Deadline.

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

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

27 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
28 Class Members who wish to exclude themselves from the Settlement must

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

- 24 8. Objections. The Class Notice contained in the Notice Packet shall state that
25 Class Members who wish to object to the Settlement may submit to the
26 Settlement Administrator a written statement of objection ("Notice of
27 Objection") by the Response Deadline. The postmark date of mailing shall be
28 deemed the exclusive means for determining that a Notice of Objection was

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

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

20 1. Calculation of Individual Settlement Payments. Individual Settlement
21 Payments shall be paid from the Net Settlement Amount and shall be paid
22 pursuant to the formula set forth herein. Using the Class Data, the Settlement
23 Administrator shall add up the total number of Workweeks during the Class
24 Period for all Class Members. The respective Workweeks for each Class
25 Member will be divided by the total Workweeks for all Class Members,
26 resulting in the Payment Ratio for each Class Member. Each Class Member's
27 Payment Ratio will then be multiplied by the Net Settlement Amount to
28 calculate each Class Member's estimated Individual Settlement Payments.

Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely Requests for Exclusion will be redistributed to Settlement Class Members who do not submit valid and timely Requests for Exclusion on a pro rata basis based on their respective Payment Ratios.

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

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

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

1 not be withheld from these individual Aggrieved Employee Payments.
2 Plaintiff and each Aggrieved Employee bears the full responsibility for
3 payment of any taxes or withholding that are found to be owed from the
4 Aggrieved Employee Payments.

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

16 6. All monies received by Settlement Class Members under the Settlement which
17 are attributable to wages shall constitute income to such Settlement Class
18 Members solely in the year in which such monies actually are received by the
19 Settlement Class Members. It is the intent of the Parties that Individual
20 Settlement Payments and individual shares of the Aggrieved Employee Payment
21 provided for in this Settlement agreement are the sole payments to be made by
22 Defendant to Settlement Class Members and/or Aggrieved Employees in
23 connection with this Settlement Agreement, with the exception of Plaintiff, and
24 that the Settlement Class Members and/or Aggrieved Employees are not entitled
25 to any new or additional compensation or benefits as a result of having received
26 the Individual Settlement Payments and/or their shares of the Aggrieved
27 Employee Payment.
28

- 1 7. Mailing. Individual Settlement Payments and individual shares of the
2 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
3 Mail to Settlement Class Members' and/or Aggrieved Employees' last known
4 mailing address no later than fifteen (15) business days after the Funding Date.
- 5 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
6 Employees shall remain valid and negotiable for one hundred and eighty (180)
7 days from the date of their issuance. If a Settlement Class Member and/or
8 Aggrieved Employee does not cash his or her settlement check within 90 days,
9 the Settlement Administrator will send a letter to such persons, advising that
10 the check will expire after the 180th day, and invite that Settlement Class
11 Member and/or Aggrieved Employees to request reissuance in the event the
12 check was destroyed, lost or misplaced. In the event an Individual Settlement
13 Payment and/or Aggrieved Employees' individual share of the Aggrieved
14 Employee Payment check has not been cashed within one hundred and eighty
15 (180) days, all funds represented by such uncashed checks, plus any interest
16 accrued thereon, shall be sent to the Children Advocacy Institute (CAI)
17 pursuant to California Code of Civil Procedure section 386.
- 18 9. Service Award. In addition to the Individual Settlement Payment and her
19 individual share of the Aggrieved Employee Payment to be paid to Plaintiff,
20 Plaintiff will apply to the Court for an award of not more than \$10,000.00, as
21 the Service Award. Defendant will not oppose a Service Award of not more
22 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
23 Service Award, either in the amount stated herein if approved by the Court or
24 some other amount as approved by the Court, to Plaintiff from the Gross
25 Settlement Amount no later than fifteen (15) business days after the Funding
26 Date. Any portion of the requested Service Award that is not awarded to the
27 Class Representative shall be part of the Net Settlement Amount and shall be
28 distributed to Settlement Class Members as provided in this Agreement. The

1 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
2 for her Service Award. Plaintiff shall be solely and legally responsible to pay
3 any and all applicable taxes on her Service Award and shall hold harmless the
4 Released Parties from any claim or liability for taxes, penalties, or interest
5 arising as a result of the Service Award. The Service Award shall be in
6 addition to Plaintiff's Individual Settlement Payment as a Settlement Class
7 Member. Approval of this Settlement shall not be conditioned on Court
8 approval of the requested amount of the Service Award. If the Court reduces
9 or does not approve the requested Service Award, Plaintiff shall not have the
10 right to revoke the Settlement, and it will remain binding.

- 11 10. Class Counsel Award. Defendant understands Class Counsel will file a
12 motion for Class Counsel Award consisting of attorneys' fees not to exceed
13 one-third of the Gross Settlement Amount (currently estimated to be
14 \$265,000.00) **and** attorneys' expenses supported by Class Counsel's billing
15 statement in an amount not to exceed Twenty-Five Thousand Dollars and Zero
16 Cents (\$25,000.00). Any awarded Class Counsel Award shall be paid from
17 the Gross Settlement Amount. Any portion of the requested Class Counsel
18 Award that is not awarded to Class Counsel shall be part of the Net Settlement
19 Amount and shall be distributed to Settlement Class Members as provided in
20 this Agreement. The Settlement Administrator shall allocate and pay the
21 attorneys' fees to Class Counsel from the Gross Settlement Amount no later
22 than fifteen (15) calendar days after the Funding Date. Class Counsel shall be
23 solely and legally responsible to pay all applicable taxes on the payment made
24 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
25 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
26 paragraph. If the Court reduces or does not approve the requested Class
27 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
28

the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Thirty-Two Thousand Dollars (\$32,000) shall be allocated from the Gross Settlement Amount for the PAGA Payment. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$24,000) to the LWDA no later than fifteen (15) calendar days after the Funding Date. The Settlement Administrator shall pay twenty-five percent (25%) of the PAGA Payment (\$8,000) to the Aggrieved Employees no later than thirty (30) calendar days after the Funding Date. For purposes of distributing the Aggrieved Employee Payments to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Claims Administration Expenses is \$9,500. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a motion for order granting final approval and entering judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Claims Administration Expenses. The Parties agree that the proposed judgment submitted to the Court in connection with the motion for final approval shall include language entering judgment on Plaintiff's Operative Complaint in its entirety, with prejudice, subject to Court approval. Plaintiff will provide Defendant's counsel with a draft of the motion at least five (5) business days prior to

1 the filing of the motion to give Defendant an opportunity to propose changes or
2 additions to the motion.

3 1. Declaration by Settlement Administrator. No later than seven (7) days after
4 the Response Deadline, the Settlement Administrator shall submit a
5 declaration in support of Plaintiff's motion for final approval of this
6 Settlement detailing the number of Notice Packets mailed and re-mailed to
7 Class Members, the number of undeliverable Notice Packets, the number of
8 timely Requests for Exclusion and the full names of the individuals who
9 submitted those Requests for Exclusion, the number of Notices of Objection
10 received, the amount of the average Individual Settlement Payment and
11 highest Individual Settlement Payment, the Claims Administration Expenses,
12 and any other information as the Parties mutually agree or the Court orders
13 the Settlement Administrator to provide.

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

18 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
19 an opportunity for counsel for Defendant to review the motions for preliminary and
20 final approval, including the order granting final approval of class action Settlement,
21 and judgment before filing with the Court. The Parties and their counsel will
22 cooperate with each other and use their best efforts to obtain the Court's approval of
23 the motions for preliminary and final approval of the Settlement, and entry of
24 judgment.

25 P. Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts to finalize the Settlement, and to use any other efforts that may be
27 necessary by order of the Court, or otherwise, to effectuate the Settlement.
28

- 1 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the final approval/Settlement fairness hearing to be conducted by the Court.
- 4 R. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 S. Entire Agreement. This Agreement and any attached exhibit constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its exhibit
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its exhibit.
- 11 T. Notice of Settlement to the LWDA. Plaintiff is responsible for timely filing a notice of
12 claim and notice of settlement with the LWDA.
- 13 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate
15 this Agreement and to take all appropriate action required or permitted to be taken by
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
17 documents required to effectuate the terms of this Agreement. The person signing this
18 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
19 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she
20 is authorized to sign this Agreement and that she has not assigned any claim, or part
21 of a claim, covered by this Settlement to a third-party.
- 22 V. No Public Comment: The Parties and their counsel agree that they will not issue any
23 press releases, initiate any contact with the press, respond to any press inquiry, or have
24 any communication with the press about the fact, amount or terms of the Settlement
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict
27 Class Counsel from including publicly available information regarding this Settlement
28 in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the motion for preliminary approval is filed.

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

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

Y. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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

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

CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to,

any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

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

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

DATED: 01/29/2024

 (Jan 29, 2025 11:32 PST)

Natasha Taylor

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

The West Oakland Health Council

Printed Name

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: 01/29/2025

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
Members and Aggrieved Employees

7 DATED: 01/29/2025

ZAKAY LAW GROUP, APLC

8 By: 

9 Shani O. Zakay, Esq.

10 Attorneys for Plaintiff and the Settlement Class
11 Members and Aggrieved Employees

12 DATED: 1/28/2025

LAWYERS FOR JUSTICE, PC

13 By: 

14 Ryan Slinger, Esq.

15 Attorneys for Plaintiff and the Settlement Class
Members and Aggrieved Employees

16 DATED: _____

MESSNER REEVES, LLP

17 By: _____

18 Kathleen Carter, Esq.

19 Jeffrey R. Gillette, Esq.

20 Attorneys for Defendant
21
22
23
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27
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EXHIBIT A

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

*(Taylor v The West Oakland Health Council, et al., Alameda County Superior Court
Case No. RG20049604)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Natasha Taylor (“Plaintiff”) and Defendant The West Oakland Health Council, a California corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who worked for Defendant in California at any time during the from January 7, 2016, and the earlier of (1) preliminary Court approval or (2) the date on which the Class Members’ workweek count reaches 66,000 workweeks (“Class Period”).

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

2. What is this class action lawsuit about?

On January 7, 2020, Plaintiff filed a complaint against Defendant in the Superior Court of the State of California, County of Alameda (“Action”). Plaintiff asserted claims against Defendant for the following: (a) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (b) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Premiums); (c) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (d) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (e) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (f) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (g) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (h) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (i) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (j) Violation of California Business & Professions Code §§ 17200, et seq. On July 29, 2024, Plaintiff filed a first amended complaint (the “Operative Pleading”) for the purpose of adding a cause of action, and incorporating related claims and factual allegations for violations of the Private Attorneys General Act California Labor Code §§ 2698 *et seq.* (“PAGA”).

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

On May 9, 2024, the parties participated in an all-day mediation with Steven J. Rottman, Esq., an experienced mediator of wage and hour class actions. The mediation resulted in a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the “Class Representative”, and the law firms of JCL Law Firm, APC, Zakay Law Group, APC, and Lawyers for Justice, PC to serve as “Class Counsel”.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Ninety-Five Thousand Dollars (\$795,000) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Claims Administration Expenses, the LWDA Payment, Aggrieved Employee Payments, and the Service Award to the Plaintiff.

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

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

- “Claims Administration Expenses”. Payment to the Settlement Administrator, estimated not to exceed \$9,500 for expenses, including expenses of sending this Class Notice, processing opt outs, and distributing Settlement payments.

- “Class Counsel Award”. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$265,000.00) and attorneys’ costs of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A “Service Award” of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$32,000 relating to Plaintiff’s claim under PAGA (“PAGA Payment” or “PAGA Payments”), \$24,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) (“LWDA Payment”) and the remaining \$8,000 will be distributed to Aggrieved Employees as part of the “Aggrieved Employee Payment.”
- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the Court-approved Class Counsel Award, the Service Award, the PAGA Payments, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to Class Members who do **not** request exclusion (“Settlement Class Members”). The “Individual Settlement Payment” for each Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Class Members that occurred during the Class Period and multiplying the result by each individual Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the Class worked at least one-day during any such workweek.
- Calculation of “Aggrieved Employee Payments” to Aggrieved Employees. The Aggrieved Employee Payments shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out from the Class portion of the Settlement. The Aggrieved Employee Payments will be divided by the total number of “PAGA Pay Periods” worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of PAGA Pay Periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all non-exempt employees who are or previously were employed by Defendant and who performed work in California during the PAGA Period. The “PAGA Period” means the period between May 8, 2023, through the earlier of (1) preliminary Court approval or (2) the date on which the Class Members’ workweek count reaches 66,000 workweeks.

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. One-third of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. One-third of each Individual Settlement Payment is allocated to interest and one-third of each Individual Settlement Payment is allocated to penalties and other non-wage payments. No taxes will be withheld from the interest portion and the penalty portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything

contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

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

Release by the Plaintiff and the LWDA. Upon entry of Judgment and upon funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Aggrieved Employees, on behalf of the LWDA and the State of California shall release all PAGA claims alleged in the Operative Complaint and in Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period ("Released PAGA Claims"), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period ("PAGA Release").

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

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> workweeks worked during the Class Period (January 7, 2016, and the earlier of (1) preliminary Court approval or (2) 66,000 workweeks).

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

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period (May 8, 2023, through the earlier of (1) preliminary Court approval or (2) 66,000 workweeks).

Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.

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

6. How can I get a payment?

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

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If

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

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

If you do not wish to participate in the Class portion of the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Class portion of 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 Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the class portion of the Settlement, listing the case name and number, *Taylor v The West Oakland Health Council, et al., Alameda County Superior Court Case No. RG20049604*. 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 must 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 *Taylor v The West Oakland Health Council, et al., Alameda County Superior Court Case No. RG20049604*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC

Counsel for Defendant:

Kathleen Carter, Esq.
Jeffrey Gillette, Esq.

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Email: jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Messner Reeves LLP

611 Anton Boulevard, Suite 450
Costa Mesa, CA 92626
Tel.: (949) 612-9128
Fax: (949) 438-2304
Email: kcarter@messner.com
Email: jgillette@messner.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 Alameda County Superior Court, Dept. 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Noel Wise. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the final approval hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Taylor v The West Oakland Health Council, et al., Alameda County Superior Court Case No. RG20049604***, Settlement Administrator, c/o Apex Class Action Administration, 18 Technology Drive, Suite 164, Irvine, CA 92618.

This Class Notice summarizes the proposed Settlement. More details are in the parties' "Stipulation of Settlement of Class and PAGA Action Claims and Releases of Claims" ("Settlement Agreement"). You may obtain a copy of the Settlement Agreement, the Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Children Advocacy Institute (CAI) pursuant to California Code of Civil Procedure section 386.

EXHIBIT 2

EXHIBIT 3



Quotation Request:
Nicole Noursamadi
Zakay Law Group, APC
nicole@zakaylaw.com
619.255.9047

Case Name: Taylor v West Oakland Health Council
Date: Monday, September 23, 2024
RFP Number: 13350003

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	568
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	568	\$852.00
USPS First Class Postage	Per Piece	\$0.69	568	\$391.92
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	114	\$227.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$96.36	1	\$96.36
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$3,037.48

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$125.00	1	\$125.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$125.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	568	\$852.00
USPS First Class Postage	Per Piece	\$0.69	568	\$391.92
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	57	\$113.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$4,187.52

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00

WILL NOT EXCEED:			\$9,350.00
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Thank you for your business!



Terms & Conditions

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

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma'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.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

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

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No 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);