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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

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

Date: April 8, 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 supplemental declaration is being submitted in support of Plaintiff's motion for
8 Preliminary 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 fully executed First
11 Amended Class Action and PAGA Settlement Agreement ("Amended Agreement"). Attached as
12 Exhibit "A" to the Agreement is a true and correct copy of the proposed Class Notice.

13 4. Attached hereto as **Exhibit "2"** is a true and correct *redlined* copy of the Amended
14 Agreement. Attached as Exhibit "A" to the Amended Agreement is a true and correct *redlined* copy of
15 the proposed Class Notice

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing with the
17 Labor and Workforce Development Agency notice of this settlement with the Amended Agreement and
18 Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class
19 Counsel's compliance with California Labor Code Section 2699(1)(2).

20 **II. ISSUE #2. RELEASE OF LWDA'S CLAIMS BY PLAINTIFF UNDER PAGA**

21 6. The Parties have revised the Settlement Agreement such that the "Released PAGA
22 Claims" shall mean "all PAGA claims alleged in Plaintiff's PAGA notice to the LWDA which occurred
23 during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
24 wrongful termination, unemployment insurance, disability, social security, workers' compensation, and
25 PAGA claims outside of the PAGA Period." (Amended Agreement at I(CC)).

26 **III. ISSUE #3. RELEASE OF LWDA'S CLAIMS BY "AGGRIEVED EMPLOYEES"**

27 7. The Released PAGA Claims are being released by only the Plaintiff on behalf of the
28 LWDA and the State of California. (Amended Agreement at III(C)).

IV. ISSUE #4. RELEASE OF CLAIMS BY MEMBERS OF THE CLASS

8. The Parties have revised the Settlement Agreement such that the “Released Class Claims” shall mean all class claims alleged, or that reasonably could have been alleged based on the facts alleged, in the Operative Complaint 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, PAGA claims, and class claims outside of the Class Period. (Amended Agreement at I(BB)).

V. ISSUE #5. RESIDUAL BENEFICIARY

9. The Parties have revised the Settlement Agreement to reflect that the uncashed funds to the cy pres beneficially, Children Advocacy Institute (CAI), shall not be distributed until after the Court has approved the final accounting. (Amended Agreement at III(M)(8)).

10. The parties agreed to appoint the CAI, as the Cy Pres. CAI, among other things, provides legal services to promote youth justice, civil liberties, and well-being of children. 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.

VI. ISSUE #6. NUMBER OF DAYS TO CASH CHECKS

11. The Parties have revised the Settlement Agreement to reflect that Class Members will have 120 days to cash their checks. (Amended Agreement III(M)(8)).

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of March 2025, at San Diego, California.

JCL LAW FIRM, APC

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

EXHIBIT 1

JCL LAW FIRM, APC

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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

[Action Filed: January 7, 2020]

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

This “First Amended 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 First Amended 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 further judicial review. If this Settlement is approved, then Effective Date shall mean the date of approval.

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

O. "Gross Settlement Amount" or "GSA" means Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00) that Defendant must pay into the QSF in connection with this Settlement, including payments to all Settlement Class Members, payment of Claims Administration Expenses; Class Counsel Award; Plaintiff's Service Award; and the PAGA Payments to the Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"). 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.

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

Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, minus Class Counsel Award, Plaintiff's Service Award, Claims Administration Expenses, and PAGA Payments.

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

- 1 S. "Operative Complaint" shall mean the "First Amended Complaint" filed on July 29,
2 2024.
- 3 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
4 Labor Code § 2698 *et seq.*
- 5 U. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
6 Period for each Aggrieved Employee divided by the sum total of the PAGA Pay
7 Periods for all Aggrieved Employees during the PAGA Period.
- 8 V. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods of
10 employment during the PAGA Period that each Aggrieved Employee worked in
11 California.
- 12 W. "PAGA Period" means the period from May 8, 2023, through the earlier of (1)
13 preliminary Court approval or (2) the date on which the Class Members' Workweek
14 count reaches 66,000 Workweeks.
- 15 X. "PAGA Payment" shall mean Thirty-Two Thousand Dollars (\$32,000) to be allocated
16 from the Gross Settlement Amount, with 25%, (\$8,000), going to the Aggrieved
17 Employees ("Aggrieved Employee Payment") and 75% of the payment (\$24,000),
18 going to the LWDA "LWDA Payment").
- 19 Y. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
20 Plaintiff or Defendant, individually.
- 21 Z. "Payment Ratio" means the respective Workweeks for each Class Member divided
22 by the sum total Workweeks for all Class Members during the Class Period.
- 23 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
24 by the Settlement Administrator to fund the Gross Settlement Amount.
- 25 BB. "Released Class Claims" shall mean all class claims alleged, or that reasonably could
26 have been alleged based on the facts alleged, in the Operative Complaint which
27 occurred during the Class Period, and expressly excluding all other claims, including
28

claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, PAGA claims, and class claims outside of the Class Period.

CC. "Released PAGA Claims" shall mean all PAGA claims alleged in 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.*

II. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid Request for Exclusion as provided in this Agreement.

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

II. RECITALS

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

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

1 8. Violation of California Labor Code § 1174(d) (Failure to Keep Requisite
2 Payroll Records);

3 9. Violations of California Labor Code §§ 2800 and 2802 (Unreimbursed
4 Business Expenses);

5 10. Violation of California Business & Professions Code §§ 17200, et seq.

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

8 C. On July 23, 2024, Plaintiff filed a First Amended Complaint for the purpose of adding
9 a cause of action, and incorporating related claims and factual allegations for
10 violations of PAGA.

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

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

22 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
23 the facts relevant to the Action, including conducting an independent investigation as
24 to the allegations, reviewing documents and information exchanged through informal
25 discovery, and reviewing documents and information provided by Defendant
26 pursuant to informal requests for information to prepare for mediation. Defendant
27 produced for the purpose of settlement negotiations certain employment data
28

concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant 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

1 settle, compromise and discharge all disputes and claims arising from or relating to
2 the Action fully, finally, and forever.

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

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

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendant.

- 10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendant shall pay the Gross
12 Settlement Amount of Seven Hundred Ninety Five Thousand Dollars and
13 Zero Cents (\$795,000.00). The Gross Settlement Amount shall be all-in with
14 no reversion to Defendant. Defendant is responsible for the employer's share
15 of payroll taxes which shall be paid separately and in addition to the Gross
16 Settlement Amount.
- 17 2. Payment of the Gross Settlement Amount. Defendant shall fund the Gross
18 Settlement Amount within (30) calendar days after the Effective Date, by
19 transferring the Gross Settlement Amount via wire transfer to the Settlement
20 Administrator.
- 21 3. Class Size. Defendant estimates that the Settlement Class is comprised of 568
22 individuals. The Class Period will end on the earlier of the Workweek count
23 for the Class Members totaling 66,000 or the Court's signed order of
24 preliminary approval.
- 25 4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in
26 addition to the Gross Settlement Amount and shall be paid together with the
27 Gross Settlement Amount on the Funding Date.
- 28

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

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

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

17 C. Release by the Plaintiff and the LWDA. As of the Funding Date, in exchange for the
18 consideration set forth in this Agreement, the Plaintiff on behalf of the LWDA, and
19 the State of California release the Released Parties from the Released PAGA Claims
20 for the PAGA Period. As a result of this release, the Aggrieved Employees shall be
21 precluded from bringing claims against Defendant for the Released PAGA Claims.
22 The express purpose of this conditional Settlement is to forever bar Plaintiff, the
23 LWDA, the State of California, and any Aggrieved Employees from acting on behalf
24 of or purporting to act on behalf of the LWDA to assert any of the Aggrieved
25 Employees' Released PAGA Claims against the Released Parties in any future
26 litigation.

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

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a final
5 judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 final judgment and order granting final approval of Settlement expires; or, if
8 an appeal is timely filed, there is a final resolution of any appeal from the
9 judgment and order granting final approval of Settlement; and
- 10 4. Defendant fully funds the Gross Settlement Amount.

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

- 17 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
18 and shall not be admissible in any judicial, administrative or arbitral
19 proceeding for any purpose or with respect to any issue, substantive or
20 procedural;
- 21 2. The conditional class certification (obtained for any purpose) shall be void *ab*
22 *initio* and of no force or effect, and shall not be admissible in any judicial,
23 administrative or arbitral proceeding for any purpose or with respect to any
24 issue, substantive or procedural; and
- 25 3. None of the Parties to this Settlement will be deemed to have waived any
26 claims, objections, defenses or arguments in the Action, including with respect
27 to the issue of class certification.

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

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

10 G. Certification of the Settlement Class. The Parties stipulate to conditional class
11 certification of the Class for the Class Period for purposes of this Settlement only. In
12 the event that this Settlement is not approved by the Court, fails to become effective,
13 or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
14 Defendant from obtaining a complete resolution of the Released Class Claims and/or
15 the Released PAGA Claims, the conditional class certification (obtained for any
16 purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible
17 in any judicial, administrative or arbitral proceeding for any purpose or with respect to
18 any issue, substantive or procedural.

19 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for, and Class Members and/or Aggrieved Employees are
21 not relying on any statement or representation by the Parties in this regard. Class
22 Members and/or Aggrieved Employees understand and agree that they will be
23 responsible for the payment of any taxes and penalties assessed on the Individual
24 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
25 Employee Payment described and will be solely responsible for any penalties or other
26 obligations resulting from their personal tax reporting of Individual Settlement
27
28

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

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

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

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

19 L. Notice Procedure.

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

24 2. Notice Packets.

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

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

- 24 b) The Notice Packet's mailing envelope shall include the following
25 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
26 ENTITLED TO PARTICIPATE IN A CLASS ACTION
27 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
28

ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

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

1 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
2 days from the original Response Deadline.

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

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

19 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
20 Class Members who wish to exclude themselves from the Settlement must
21 submit a signed copy of the enclosed "Request for Exclusion" form to the
22 Settlement Administrator by the Response Deadline. A Request for Exclusion
23 form will be mailed together with the Notice Packet to all Class Members.
24 The Request for Exclusion will not be valid if it is not timely submitted, if it
25 is not signed by the Class Member, or if it does not contain the name and
26 address and last four digits of the Social Security number of the Class
27 Member. The date of the postmark on the mailing envelope or fax stamp on
28

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

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

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

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

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

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

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

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

22 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
23 Employee Payments shall be allocated and treated as 100% penalties and shall
24 be reported on IRS Form 1099. Payroll tax withholdings and deductions will
25 not be withheld from these individual Aggrieved Employee Payments.
26 Plaintiff and each Aggrieved Employee bears the full responsibility for
27
28

1 payment of any taxes or withholding that are found to be owed from the
2 Aggrieved Employee Payments.

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

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

26 7. Mailing. Individual Settlement Payments and individual shares of the
27 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
28

Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) business days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and twenty (120) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 60 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 120th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees' individual share of the Aggrieved Employee Payment check has not been cashed within one hundred and twenty (120) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be sent to the Children Advocacy Institute (CAI) pursuant to California Code of Civil Procedure section 386. The uncashed funds shall not be distributed to CAI until after the court has approved the final accounting.

9. Service Award. In addition to the Individual Settlement Payment and her individual share of the Aggrieved Employee Payment to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000.00, as the Service Award. Defendant will not oppose a Service Award of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) business days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be

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

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

Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke 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

1 Defendant's counsel with a draft of the motion at least five (5) business days prior to
2 the filing of the motion to give Defendant an opportunity to propose changes or
3 additions to the motion.

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

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

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

- 1 P. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to finalize the Settlement, and to use any other efforts that may be
3 necessary by order of the Court, or otherwise, to effectuate the Settlement.
- 4 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
5 except such proceedings necessary to implement and complete the Settlement, pending
6 the final approval/Settlement fairness hearing to be conducted by the Court.
- 7 R. Amendment or Modification. This Agreement may be amended or modified only by
8 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 9 S. Entire Agreement. This Agreement and any attached exhibit constitute the entire
10 Agreement among these Parties, and no oral or written representations, warranties or
11 inducements have been made to any Party concerning this Agreement or its exhibit
12 other than the representations, warranties and covenants contained and memorialized
13 in this Agreement and its exhibit.
- 14 T. Notice of Settlement to the LWDA. Plaintiff is responsible for timely filing a notice of
15 claim and notice of settlement with the LWDA.
- 16 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate
18 this Agreement and to take all appropriate action required or permitted to be taken by
19 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
20 documents required to effectuate the terms of this Agreement. The person signing this
21 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
22 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she
23 is authorized to sign this Agreement and that she has not assigned any claim, or part
24 of a claim, covered by this Settlement to a third-party.
- 25 V. No Public Comment: The Parties and their counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any press inquiry, or have
27 any communication with the press about the fact, amount or terms of the Settlement
28

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict
3 Class Counsel from including publicly available information regarding this Settlement
4 in future judicial submissions regarding Class Counsel's qualifications and experience.
5 Further, Class Counsel will not include, reference or use the Settlement Agreement for
6 any marketing or promotional purposes, either before or after the motion for
7 preliminary approval is filed.

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

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

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

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

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

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

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

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

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

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

27 DATED: 03/26/2025

 (Mar 26, 2025 12:39 PDT)

Natasha Taylor

1
2 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

3 DATED: 3/27/2025

DocuSigned by:

Robert Phillips

The West Oakland Health Council

Robert Phillips

Printed Name

President & CEO

Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

10 DATED: _____

JCL LAW FIRM, APC

By: _____

Jean-Claude Lapuyade, Esq.

Attorneys for Plaintiff and the Settlement Class
Members and Aggrieved Employees

14 DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay, Esq.

Attorneys for Plaintiff and the Settlement Class
Members and Aggrieved Employees

18 DATED: _____

LAWYERS FOR JUSTICE, PC

By: _____

Ryan Slinger, Esq.

Attorneys for Plaintiff and the Settlement Class
Members and Aggrieved Employees

23 DATED: 3/28/25

MESSNER REEVES, LLP

By:  _____

Kathleen Carter, Esq.

Jeffrey R. Gillette, Esq.

Attorneys for Defendant

1
2 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

3 DATED: _____

4 The West Oakland Health Council

5
6 Printed Name

7 Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: 03/27/2025

JCL LAW FIRM, APC

11 By: 

12 Jean-Claude Lapuyade, Esq.

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

14 DATED: 03/27/2025

ZAKAY LAW GROUP, APLC

15 By: 

16 Shani O. Zakay, Esq.

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

18 DATED: 03/27/2025

LAWYERS FOR JUSTICE, PC

19 By: 

20 Ryan Slinger, Esq.

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

22
23 DATED: _____

MESSNER REEVES, LLP

24 By: _____

25 Kathleen Carter, Esq.

26 Jeffrey R. Gillette, Esq.

27 Attorneys for Defendant

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, PAGA claims 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, on behalf of the LWDA and the State of California shall release all PAGA claims alleged 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) 255-9047
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' "First Amended 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 120 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 twenty (120) 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

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
John L. Nitti (State Bar #330752)
5440 Morehouse Drive, Suite 3600
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ZAKAY LAW GROUP, APLC

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Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

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]

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

1 This “[First Amended](#) Stipulation of Settlement of Class and PAGA Action Claims and
2 Release of Claims” is entered into by and between Plaintiff NATASHA TAYLOR (hereinafter
3 “Plaintiff”), on behalf of himself and on behalf of all persons similarly situated, and Defendant THE
4 WEST OAKLAND HEALTH COUNCIL (hereinafter, “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class action lawsuit designated *Taylor v The West*
7 *Oakland Health Council, et al.*, Alameda Superior Court Case No. RG20049604, filed
8 January 7, 2020.
- 9 B. “Aggrieved Employees” means all current and former non-exempt employees who
10 worked for Defendant in California at any time during the PAGA Period. The PAGA
11 Period is defined as the period from May 8, 2023, through the earlier of (1)
12 preliminary court approval or (2) the date on which the Class Members’ Workweek
13 count reaches 66,000 Workweeks.
- 14 C. “Agreement” or “Settlement Agreement” means this [First Amended](#) Stipulation of
15 Settlement of Class and PAGA Action and Release of Claims.
- 16 D. “Claims Administration Expenses” shall mean the amount paid to the Settlement
17 Administrator from the Gross Settlement Amount for administering the Settlement
18 pursuant to this Agreement currently estimated not to exceed \$9,500.
- 19 E. “Class” or the “Class Members” means all current and former non-exempt employees
20 who worked for Defendant in California at any time from January 7, 2016, and the
21 earlier of (1) preliminary court approval or (2) the date on which the Class Members’
22 Workweek count reaches 66,000 Workweeks.
- 23 F. “Class Counsel” shall mean JCL Law Firm, APC, Zakay Law Group, APLC, and
24 Lawyers for Justice PC.
- 25 G. “Class Counsel Award” means the award of fees and expenses that the Court
26 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs
27 and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-
28

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

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

O. "Gross Settlement Amount" or "GSA" means Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00) that Defendant must pay into the QSF in connection with this Settlement, including payments to all Settlement Class Members, payment of Claims Administration Expenses; Class Counsel Award; Plaintiff's Service Award; and the PAGA Payments to the Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"). 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.

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

Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, minus Class Counsel Award, Plaintiff's Service Award, Claims Administration Expenses, and PAGA Payments.

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

- 1 S. "Operative Complaint" shall mean the "First Amended Complaint" filed on July 29,
2 2024.
- 3 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
4 Labor Code § 2698 *et seq.*
- 5 U. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
6 Period for each Aggrieved Employee divided by the sum total of the PAGA Pay
7 Periods for all Aggrieved Employees during the PAGA Period.
- 8 V. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods of
10 employment during the PAGA Period that each Aggrieved Employee worked in
11 California.
- 12 W. "PAGA Period" means the period from May 8, 2023, through the earlier of (1)
13 preliminary Court approval or (2) the date on which the Class Members' Workweek
14 count reaches 66,000 Workweeks.
- 15 X. "PAGA Payment" shall mean Thirty-Two Thousand Dollars (\$32,000) to be allocated
16 from the Gross Settlement Amount, with 25%, (\$8,000), going to the Aggrieved
17 Employees ("Aggrieved Employee Payment") and 75% of the payment (\$24,000),
18 going to the LWDA "LWDA Payment").
- 19 Y. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
20 Plaintiff or Defendant, individually.
- 21 Z. "Payment Ratio" means the respective Workweeks for each Class Member divided
22 by the sum total Workweeks for all Class Members during the Class Period.
- 23 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
24 by the Settlement Administrator to fund the Gross Settlement Amount.
- 25 BB. "Released Class Claims" shall mean all class claims alleged, or that reasonably could
26 have been alleged based on the facts alleged, in the Operative Complaint which
27 occurred during the Class Period, and expressly excluding all other claims, including
28

claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, [PAGA claims](#), and class claims outside of the Class Period.

CC. “Released PAGA Claims” shall mean all PAGA claims alleged, ~~or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and~~ in 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.*

II. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid Request for Exclusion as provided in this Agreement.

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

II. RECITALS

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

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

1 8. Violation of California Labor Code § 1174(d) (Failure to Keep Requisite
2 Payroll Records);

3 9. Violations of California Labor Code §§ 2800 and 2802 (Unreimbursed
4 Business Expenses);

5 10. Violation of California Business & Professions Code §§ 17200, et seq.

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

8 C. On July 23, 2024, Plaintiff filed a First Amended Complaint for the purpose of adding
9 a cause of action, and incorporating related claims and factual allegations for
10 violations of PAGA.

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

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

22 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
23 the facts relevant to the Action, including conducting an independent investigation as
24 to the allegations, reviewing documents and information exchanged through informal
25 discovery, and reviewing documents and information provided by Defendant
26 pursuant to informal requests for information to prepare for mediation. Defendant
27 produced for the purpose of settlement negotiations certain employment data
28

1 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
2 the assistance of an expert. Based on their own independent investigation and
3 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
4 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
5 light of all known facts and circumstances, including the risks of significant delay,
6 defenses asserted by Defendant, uncertainties regarding class certification, and
7 numerous potential appellate issues. Although it denies any liability, Defendant
8 agrees to this Settlement solely to avoid the inconveniences and cost of further
9 litigation. The Parties and their counsel have agreed to settle the claims on the terms
10 set forth in this Agreement.

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

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

24 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
25 Settlement was arrived at through arm's-length negotiations, considering all relevant
26 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
27 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
28

1 settle, compromise and discharge all disputes and claims arising from or relating to
2 the Action fully, finally, and forever.

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

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

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendant.

- 10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendant shall pay the Gross
12 Settlement Amount of Seven Hundred Ninety Five Thousand Dollars and
13 Zero Cents (\$795,000.00). The Gross Settlement Amount shall be all-in with
14 no reversion to Defendant. Defendant is responsible for the employer's share
15 of payroll taxes which shall be paid separately and in addition to the Gross
16 Settlement Amount.
- 17 2. Payment of the Gross Settlement Amount. Defendant shall fund the Gross
18 Settlement Amount within (30) calendar days after the Effective Date, by
19 transferring the Gross Settlement Amount via wire transfer to the Settlement
20 Administrator.
- 21 3. Class Size. Defendant estimates that the Settlement Class is comprised of 568
22 individuals. The Class Period will end on the earlier of the Workweek count
23 for the Class Members totaling 66,000 or the Court's signed order of
24 preliminary approval.
- 25 4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in
26 addition to the Gross Settlement Amount and shall be paid together with the
27 Gross Settlement Amount on the Funding Date.
- 28

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

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

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

17 C. Release by the Plaintiff, ~~the Aggrieved Employees~~ and the LWDA. As of the Funding
18 Date, in exchange for the consideration set forth in this Agreement, the Plaintiff ~~and~~
19 ~~the Aggrieved Employees~~ on behalf of the LWDA, and the State of California release
20 the Released Parties from the Released PAGA Claims for the PAGA Period. As a
21 result of this release, the Aggrieved Employees shall be precluded from bringing
22 claims against Defendant for the Released PAGA Claims. The express purpose of this
23 conditional Settlement is to forever bar Plaintiff, the LWDA, the State of California,
24 and any Aggrieved Employees from acting on behalf of or purporting to act on behalf
25 of the LWDA to assert any of the Aggrieved Employees' Released PAGA Claims
26 against the Released Parties in any future litigation.

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

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a final
5 judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 final judgment and order granting final approval of Settlement expires; or, if
8 an appeal is timely filed, there is a final resolution of any appeal from the
9 judgment and order granting final approval of Settlement; and
- 10 4. Defendant fully funds the Gross Settlement Amount.

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

- 17 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
18 and shall not be admissible in any judicial, administrative or arbitral
19 proceeding for any purpose or with respect to any issue, substantive or
20 procedural;
- 21 2. The conditional class certification (obtained for any purpose) shall be void *ab*
22 *initio* and of no force or effect, and shall not be admissible in any judicial,
23 administrative or arbitral proceeding for any purpose or with respect to any
24 issue, substantive or procedural; and
- 25 3. None of the Parties to this Settlement will be deemed to have waived any
26 claims, objections, defenses or arguments in the Action, including with respect
27 to the issue of class certification.

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

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

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

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

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

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

21 J. Preliminary Approval Motion. Within seventy-five (75) calendar days of execution of
22 this Agreement or as soon as reasonably possible, Class Counsel shall draft and file
23 with the Court a motion for order granting preliminary approval and supporting papers,
24 which shall include this Settlement Agreement. Plaintiff will provide Defendant's
25 counsel with a draft of the motion at least five (5) business days prior to the filing of
26 the motion to give Defendant an opportunity to propose changes or additions to the
27 motion.
28

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

19 L. Notice Procedure.

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

24 2. Notice Packets.

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

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

- 24 b) The Notice Packet's mailing envelope shall include the following
25 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
26 ENTITLED TO PARTICIPATE IN A CLASS ACTION
27 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
28

ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

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

1 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
2 days from the original Response Deadline.

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

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

19 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
20 Class Members who wish to exclude themselves from the Settlement must
21 submit a signed copy of the enclosed "Request for Exclusion" form to the
22 Settlement Administrator by the Response Deadline. A Request for Exclusion
23 form will be mailed together with the Notice Packet to all Class Members.
24 The Request for Exclusion will not be valid if it is not timely submitted, if it
25 is not signed by the Class Member, or if it does not contain the name and
26 address and last four digits of the Social Security number of the Class
27 Member. The date of the postmark on the mailing envelope or fax stamp on
28

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

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

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

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

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

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

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

22 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
23 Employee Payments shall be allocated and treated as 100% penalties and shall
24 be reported on IRS Form 1099. Payroll tax withholdings and deductions will
25 not be withheld from these individual Aggrieved Employee Payments.
26 Plaintiff and each Aggrieved Employee bears the full responsibility for
27
28

1 payment of any taxes or withholding that are found to be owed from the
2 Aggrieved Employee Payments.

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

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

26 7. Mailing. Individual Settlement Payments and individual shares of the
27 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
28

1 Mail to Settlement Class Members' and/or Aggrieved Employees' last known
2 mailing address no later than fifteen (15) business days after the Funding Date.

- 3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
4 Employees shall remain valid and negotiable for one hundred and ~~eighty~~
5 ~~twenty~~ (~~180~~120) days from the date of their issuance. If a Settlement Class
6 Member and/or Aggrieved Employee does not cash his or her settlement check
7 within ~~90-60~~ days, the Settlement Administrator will send a letter to such
8 persons, advising that the check will expire after the ~~180th~~-120th day, and invite
9 that Settlement Class Member and/or Aggrieved Employees to request
10 reissuance in the event the check was destroyed, lost or misplaced. In the event
11 an Individual Settlement Payment and/or Aggrieved Employees' individual
12 share of the Aggrieved Employee Payment check has not been cashed within
13 one hundred and ~~eighty-twenty~~ (~~180~~120) days, all funds represented by such
14 uncashed checks, plus any interest accrued thereon, shall be sent to the
15 Children Advocacy Institute (CAI) pursuant to California Code of Civil
16 Procedure section 386. The uncashed funds shall not be distributed to CAI
17 until after the court has approved the final accounting.

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

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

Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke 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

1 Defendant's counsel with a draft of the motion at least five (5) business days prior to
2 the filing of the motion to give Defendant an opportunity to propose changes or
3 additions to the motion.

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

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

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

- 1 P. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to finalize the Settlement, and to use any other efforts that may be
3 necessary by order of the Court, or otherwise, to effectuate the Settlement.
- 4 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
5 except such proceedings necessary to implement and complete the Settlement, pending
6 the final approval/Settlement fairness hearing to be conducted by the Court.
- 7 R. Amendment or Modification. This Agreement may be amended or modified only by
8 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 9 S. Entire Agreement. This Agreement and any attached exhibit constitute the entire
10 Agreement among these Parties, and no oral or written representations, warranties or
11 inducements have been made to any Party concerning this Agreement or its exhibit
12 other than the representations, warranties and covenants contained and memorialized
13 in this Agreement and its exhibit.
- 14 T. Notice of Settlement to the LWDA. Plaintiff is responsible for timely filing a notice of
15 claim and notice of settlement with the LWDA.
- 16 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate
18 this Agreement and to take all appropriate action required or permitted to be taken by
19 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
20 documents required to effectuate the terms of this Agreement. The person signing this
21 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
22 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she
23 is authorized to sign this Agreement and that she has not assigned any claim, or part
24 of a claim, covered by this Settlement to a third-party.
- 25 V. No Public Comment: The Parties and their counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any press inquiry, or have
27 any communication with the press about the fact, amount or terms of the Settlement
28

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict
3 Class Counsel from including publicly available information regarding this Settlement
4 in future judicial submissions regarding Class Counsel's qualifications and experience.
5 Further, Class Counsel will not include, reference or use the Settlement Agreement for
6 any marketing or promotional purposes, either before or after the motion for
7 preliminary approval is filed.

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

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

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

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

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

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

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

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

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

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

27 DATED: _____

Natasha Taylor

1
2 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

3 DATED: _____

4 _____
The West Oakland Health Council

5 _____
6 Printed Name

7 _____
Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9
10 DATED: _____

JCL LAW FIRM, APC

11 By: _____

12 Jean-Claude Lapuyade, Esq.

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

14 DATED: _____

ZAKAY LAW GROUP, APLC

15 By: _____

16 Shani O. Zakay, Esq.

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

18 DATED: _____

LAWYERS FOR JUSTICE, PC

19 By: _____

20 Ryan Slinger, Esq.

21 Attorneys for Plaintiff and the Settlement Class
22 Members and Aggrieved Employees

23 DATED: _____

MESSNER REEVES, LLP

24 By: _____

25 Kathleen Carter, Esq.

26 Jeffrey R. Gillette, Esq.

Attorneys for Defendant

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, [PAGA claims](#) 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.

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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' "[First Amended 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~~120 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~~eighty-two (~~180~~120) 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 3