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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDERS' INDEPENDENCE,  
a California corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No.: 22CV024221

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

Date: July 2, 2024

Time: 1:30 p.m.

Reservation ID: 513585335821

Judge: Hon. Noel Wise

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 counsel of record for  
5 Plaintiff TAMIKA R. THOMAS (hereafter "Plaintiff" or "Class Representative") in this wage and hour  
6 class action filed against Defendant Center for Elders' Independence ("Defendant").

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

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

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the fully executed First  
14 Amended Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims  
15 (hereinafter "Settlement Agreement").

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the fully executed Stipulation  
17 of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter "Settlement  
18 Agreement").

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the February 1, 2024,  
20 Preliminary Approval Order. Following preliminary approval, the Parties discovered a potential issue  
21 with the cy pres recipient, Legal Assistance for Seniors, Inc. Thus, the Parties amended the Agreement  
22 to designate Senior Services Coalition of Alameda County ("SSCAC") as the new cy pres. The change  
23 in cy pres is reflected in **Exhibit "1."**

24 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the December 5, 2023, proof  
25 of filing the proposed Settlement with the LWDA.

26 8. Attached hereto as **Exhibit "6"** is true and correct copy of the June 7, 2024, proof of  
27 filing this motion seeking final approval of this Settlement with the LWDA.

28 ///

9. Attached hereto as **Exhibit “7”** is a true and correct copy of the JCL Law Firm, APC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

## I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Nine Hundred, Seventy Thousand Dollars and Zero Cents (\$970,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class Members is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage and hour class and PAGA actions. After deducting any Court-approved PAGA Penalties, Service Award, Attorneys’ Fees and Expenses, and the Administration Costs, the Net Settlement Amount shall be distributed to Settlement Class Members based on the number of Workweeks they worked while employed by Defendant during the Class Period. ***The Class greeted news of the Settlement with 100% approval.*** There are zero opt-outs and zero objections to the Settlement. The unanimous approval by the Class evidences the clear fairness and reasonableness of the Settlement.

11. This Settlement provides substantial recovery for Defendant's alleged wage and hour violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately \$559,166.67. This will result in an average Individual Settlement Payment of **\$1,152.92**, a high payment of **\$2,289.58**, and low payment of **\$11.56**.

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

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

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## II. OVERVIEW OF THE LITIGATION

14. Defendant is a California nonprofit corporation that provides in-home care, medical services, nutrition services, social services, family services, logistical services, and transportation services to the elderly. This action asserts claims on behalf of Defendant's current and former non-exempt employees employed in California. Plaintiff worked for Defendant as a non-exempt employee in California between May of 2007 to approximately October of 2021. At all times during her employment, Plaintiff earned hourly wage, including overtime, and performance-based incentive compensation, and was entitled to legally compliant meal and/or rest periods. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "Center for Elders' Independence Employee Handbook."

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

16. On December 20, 2022, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On December 20, 2022, Plaintiff filed a class action complaint in the Alameda Superior Court, Case Number 22CV024221 ("Action"). The Action alleged eight causes of action against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and

1 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*; (4)  
2 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure  
3 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to  
4 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to Provide  
5 Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; and (8) Failure to Reimburse  
6 Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

7 18. On January 24, 2022, Plaintiff filed a Charge of Discrimination with the California  
8 Department of Fair Employment and Housing and received a “right to sue” on November 10, 2022,  
9 thereby exhausting her administrative remedies.

10 19. On February 8, 2023, Plaintiff filed a first amended complaint alleging additional causes  
11 of action for (9) Discrimination on the Basis of Disability in Violation of California Govt. Cod §§  
12 12940, *et seq.*; (10) Failure to Reasonably Accommodate in Violation of California Govt. Code §§  
13 12940, *et seq.*; (11) Failure to Engage in a Timely, Good Faith Interactive Process in Violation of  
14 California Govt. Code §§ 12940, *et seq.*; (12) Work Environment Harassment; (13) Retaliation in  
15 Violation of California Govt. Code §§ 12940, *et seq.*; and (14) Failure to Prevent Discrimination and  
16 Harassment in Violation of California Govt. Code §§ 12940, *et seq.* (“Plaintiff’s Individual Claims”).

17 20. On March 27, 2023, Plaintiff filed a second amended complaint alleging an additional  
18 cause of action for violations of PAGA.

19 21. Plaintiff propounded written discovery in January of 2023. Prior to responding to written  
20 discovery, the Parties agreed to mediate the Action with Hon. Brian C. Walsh (Ret.), a retired judge and  
21 experienced wage and hour mediator. In anticipation of mediation, the Parties agreed to stay formal  
22 discovery and continue deadlines for class certification in the Action. To prepare for mediation,  
23 Defendant agreed to informally produce documents and data points subject to the mediation privilege,  
24 including but not limited to, the Class Members’ time data and certain payroll data points. As discussed  
25 *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to  
26 analyze Defendant’s time and payroll data.

27 22. On September 20, 2023, the Parties participated in a full day mediation with Judge Walsh.  
28 After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a

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

23. The Parties also reached an agreement with respect to Plaintiff's Individual Claims. Plaintiff's individual settlement was negotiated the same day as the class and PAGA mediation. However, the settlement of Plaintiff's Individual Claims was negotiated separately and only **after** the class and PAGA settlement was reached. At all times during the mediation and settlement negotiations, Plaintiff prioritized the claims of the class, and did not engage in settlement negotiations of Plaintiff's Individual Claims until the class action was tentatively settled. Moreover, Defendant is not directly paying the settlement to Plaintiff for her Individual Claims, but rather, Defendant's insurance carrier will pay Plaintiff's individual settlement. Plaintiff intends on dismissing her Individual Claims following final approval of the Settlement.

24. The Court preliminarily approved an initial Gross Settlement Amount of Nine Hundred, Seventy Thousand Dollars and Zero Cents (\$970,000.00) based on a total of an estimated 48,554 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used to satisfy: (1) the Individual Settlement Payments; (2) the Service Award; (3) the Attorneys' Fees and Expenses; (4) the PAGA Penalties; and (5) the Administration Costs incurred in this action.

25. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Class, the absence of any objections to the Settlement and the average Individual Settlement Payment of **\$1,152.92**.

### **III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

#### **A. Adequate Investigation**

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

1           27.     Class Counsel subsequently requested Plaintiff's employee files from Defendant. In  
2 response, Defendant produced hundreds of pages of documents, including but not limited to, copies of  
3 Plaintiff's hiring documents, payroll and time records, various policies and performance reviews. Class  
4 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate  
5 Plaintiff's claim that Defendant's failed to, among other things, pay for all time worked and to provide  
6 compliant meal and rest periods.

7           28.     Considering the many anticipated factual disputes, the Parties agreed that it would be in  
8 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel  
9 requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability  
10 exposure to the Class Members. In response to Class Counsel's request, Defendant produced the time  
11 records for the Class Members, aggregate workweek and pay period data for the Class Members,  
12 average hourly rate for the Class Members, and copies of applicable handbooks, policies, and  
13 agreements containing, *inter alia*, compensation, timekeeping and meal and rest period policies. In total,  
14 Defendant produced nearly 800 pages of pertinent policy documents and more than 2.2 million unique  
15 cells of time and payroll data for Class Counsel to analyze.

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

21           30.     BCG analyzed Defendant's time and payroll data to assist in the development of various  
22 damage models. Among other things, BCG determined the approximate number of work shifts,  
23 workweeks, pay periods, average length of shift and average number of hours worked per week and pay  
24 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and  
25 rest periods, the amount of paid missed meal period premiums paid during the Class Period, the amount  
26 of underpayment of overtime, premiums, and sick time resulting from miscalculation of the regular rate  
27 of pay, and the amount of unreimbursed business expenses incurred by Class Members during the Class  
28 Period.

1           31.     In advance of mediation, Class Counsel created a damage model predicated on the BCG  
2 analysis. Class Counsel's model calculated Defendant's potential liability exposure while accounting  
3 for the uncertainties of continued litigation. This damage model informed and guided Class Counsel  
4 during the mediated settlement discussions.

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

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

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

23           34.     On September 20, 2023, the Parties conducted a full day mediation with Honorable Brian  
24 C. Walsh (Ret.), an experienced wage and hour mediator. Judge Walsh helped to manage the Parties'  
25 expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties  
26 made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged information  
27 regarding their respective claims and defenses, including their respective evaluations of the damages.  
28 After more than eight hours of arm's length and adversarial negotiations, the mediation concluded a

1 settlement. The amount of the service award was not negotiated until after the parties agreed to the  
2 Gross Settlement Amount and many other terms.

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

4 35. Plaintiff is represented by competent and experienced counsel to pursue her claims. I  
5 established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing  
6 aggrieved employees and consumers throughout California in wage and hour class actions and complex  
7 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,  
8 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre, Esq.  
9 (Associate Attorney), Perssia P. Razma (Associate Attorney), Andrea Amaya (Associate Attorney),  
10 Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), and Nicole Teller  
11 (Legal Assistant).

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

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

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

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

28 ///

1           40. Finally, I have published appellate experience in *William Blanchette et al., v. The*  
2 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*  
3 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

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

8 **D. Strength of Plaintiff's Case**

9           42. Here, the Settlement is clearly within the "ballpark" of reasonableness because the  
10 Settlement provides a sizeable recovery to the Settlement Class Member and need not necessarily obtain  
11 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91  
12 Cal.App.4th at 250. While the Gross Settlement Amount of Nine Hundred, Seventy Thousand Dollars  
13 and Zero Cents (\$970,000.00) represents a discount on Defendant's potential exposure if Plaintiff  
14 established liability on all claims and was awarded the full amount of the estimated damages at trial,  
15 this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk  
16 that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial  
17 recovery may require many more years of litigation, resulting in added fees and costs without any  
18 guarantee of recovery for the Class.

19           43. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and  
20 reasonable considering the nature and magnitude of the claims being settled and the various potential  
21 impediments to recovery. Class Counsel developed varied economic damages models measuring  
22 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The  
23 various models were informed by Class Counsel's investigation, including the analysis of a significant  
24 sample of time and payroll data. Detailed in greater depth during the preliminary approval process,  
25 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of  
26 the Class. The Gross Settlement Amount represents between 12.65% and 37.18% of Defendant's *class-*  
27 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

28 ///

1           44.     The calculation methodology used to compensate the Settlement Class Members for the  
2 alleged damages was negotiated at the time of the Settlement. More importantly, the methodology is  
3 fair, objective, and impartial. The calculation methodology is based on the number of Workweeks each  
4 Settlement Class Member worked for Defendant during the Class Period. The number of Workweeks  
5 for the Settlement Class Member is established through Defendant's data and documented  
6 compensation records. The Administrator is responsible for calculating the Individual Settlement  
7 Payments by adding up the total number of Workweeks for all Class Members. The respective  
8 Workweeks for each Class Member will then be divided by the total Workweeks for all Class Members,  
9 resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then  
10 be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual  
11 Settlement Payments. Agreement, ¶ III(L)(1). This process establishes an objectively fair and  
12 reasonable procedure to compensate the Class.

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

17 **E.     Risks of Continued Litigation**

18           46.     Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to  
19 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action  
20 or, at least, drastically undercut Plaintiff's claims.

21           47.     With respect to the most immediate challenge, i.e., class certification, the risks attendant  
22 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*  
23 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded  
24 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed  
25 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*  
26 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*  
27 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor  
28 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4<sup>th</sup>

1 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly  
2 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176  
3 Cal.App.4<sup>th</sup> 1333, 1341 (affirming denial of certification because employees’ declarations attesting to  
4 having taken meal and rest breaks demonstrated that individualized inquiries were required to show  
5 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following  
6 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack  
7 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying  
8 certification of driver meal and rest period claims based on the predominance of individual issues).  
9 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,  
10 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring  
11 settlement.

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

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

24 50. Class Representative and Class Counsel recognize the expense and length of a trial  
25 against Defendant through possible appeals which could take another three years. In arriving at their  
26 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the  
27 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful  
28 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in

1 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have  
2 increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an  
3 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial  
4 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative  
5 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest  
6 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

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

8 51. Here, Plaintiff and Defendant negotiated a good faith PAGA Penalties in the amount of  
9 \$48,500.00 which is 5% of the Gross Settlement Amount. As illustrated above, this amount falls well  
10 within the range of approved PAGA settlements. Seventy-Five percent (75%) of the PAGA Penalties  
11 (\$36,375.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent  
12 (25%) of the PAGA Penalties (\$12,125.00) to be distributed to the Aggrieved Employees ("Aggrieved  
13 Employee Payments"), which is within the range of PAGA penalties approved by courts and should be  
14 approved.

15 52. Further on December 5, 2023, Class Counsel gave the LWDA notice of this Settlement  
16 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval  
17 with the LWDA. On June 6, 2024, Plaintiff gave the LWDA notice of this motion seeking final approval  
18 of this settlement.

19 I declare under the penalty of perjury under the laws of the State of California that the foregoing  
20 is true and correct. Executed this 7th day of June 2024, at San Diego, California.

21 **JCL LAW FIRM, APC**

22 By: 

23 Jean-Claude Lapuyade

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,  
a California corporation; and DOES 1 through  
50, Inclusive,

Defendants.

Case No.: 22CV024221

[Action Filed December 20, 2022]

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

1 This Second Amended Stipulation of Settlement of Class and PAGA Action Claims and  
2 Release of Claims is entered into by and between Plaintiff TAMIKA THOMAS (hereinafter  
3 “Plaintiff”), an individual, on behalf of the Settlement Class, and in her representative capacity on  
4 behalf of the State of California and the Aggrieved Employees, and Defendant CENTER FOR  
5 ELDERS’ INDEPENDENCE (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Thomas v. Center*  
8 *for Elders’ Independence*, Alameda County Superior Court, Case No. 22CV024221,  
9 filed December 20, 2022.
- 10 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator  
11 from the Gross Settlement Amount for administering the Settlement pursuant to this  
12 Agreement currently estimated not to exceed \$9,000.00.
- 13 C. “Aggrieved Employees” means all non-exempt employees who are or previously  
14 were employed by Defendant and performed work in California during the period of  
15 December 20, 2021 to September 20, 2023 (the “PAGA Period”).
- 16 D. “Aggrieved Employee Payment” means 25% of the PAGA Penalties allocated to the  
17 Aggrieved Employees.
- 18 E. “Agreement” or “Settlement Agreement” means this Second Amended Stipulation of  
19 Settlement of Class and PAGA Action and Release of Claims.
- 20 F. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
21 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 22 G. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
23 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
24 Class in the Action, not to exceed one-third of the Gross Settlement Amount,  
25 currently estimated to be \$323,333.33 out of \$970,000.00. Attorneys’ Fees will be

divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of December 7, 2019 to September 20, 2023 (the “Class Period”).

I. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

J. “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.

K. “Class Period” means the period beginning December 7, 2019 to September 20, 2023.

L. “Class Representative” shall mean plaintiff Tamika Thomas.

M. “Court” means the Superior Court for the State of California, County of Alameda currently presiding over the Action.

N. “Defendant” shall mean Center for Elders’ Independence, Inc., including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders’ Independence, Inc.’s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

O. “Effective Date” means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court’s overruling of objections to the settlement, then the effective

1 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
2 an appellate decision affirming the final approval decision becomes final.

3 P. "Funding Date" shall be sixty (60) calendar days after the Effective date and is the  
4 date by which Defendant has paid the entire Gross Settlement Amount to the Claims  
5 Administrator in accord with the terms of this Agreement.

6 Q. "Gross Settlement Amount" means Nine Hundred, Seventy Thousand Dollars and  
7 Zero Cents (\$970,000.00) that Defendant must pay into the Qualified Settlement Fund  
8 (QSF) in connection with this Settlement, inclusive of the sum of Administration  
9 Costs, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA  
10 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any  
11 payment under this Settlement. The Gross Settlement Amount shall be all-in with no  
12 reversion to Defendant.

13 R. "Individual Settlement Payments" means the amount payable from the Net Settlement  
14 Amount to each Settlement Class Member and excludes any amounts distributed to  
15 Aggrieved Employees pursuant to PAGA.

16 S. "LWDA Payment" means 75% of the PAGA Penalties allocated to the Labor and  
17 Workforce Development Agency.

18 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
19 Attorneys' Fees, Attorneys' Expenses, Service Award, PAGA Penalties, and  
20 Administration Costs.

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

24 V. "Operative Complaint" shall mean the Second Amended Complaint filed on March  
25 27, 2023.

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

X. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

Y. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

Z. “PAGA Period” means the period beginning December 20, 2021 to September 20, 2023.

AA. "PAGA Penalties" shall mean Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment going to the Labor and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Penalties will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

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

DD. “Plaintiff” shall mean Tamika Thomas.

- 1 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 FF. "Released Class Claims" shall mean all class claims alleged, or reasonably could have  
4 been alleged based on the facts alleged in the Operative Complaint in the Action  
5 which occurred during the Class Period, and expressly excluding all other claims,  
6 including claims for vested benefits, wrongful termination, unemployment insurance,  
7 disability, social security, workers' compensation, and class claims outside of the  
8 Class Period.
- 9 GG. "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's Amended  
10 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly  
11 excluding all other claims, including claims for vested benefits, wrongful termination,  
12 unemployment insurance, disability, social security, workers' compensation, and  
13 PAGA claims outside of the PAGA Period.
- 14 HH. "Released Parties" shall mean Defendant.
- 15 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
16 Administrator mails Notice Packets to Class Members and the last date on which  
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 JJ. "Service Award" means an award in the amount of \$5,000 or in an amount that the  
19 Court otherwise orders to be paid to the Class Representative, in addition to her  
20 Individual Settlement Payment and her individual Aggrieved Employee Payment, in  
21 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 22 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 23 LL. "Settlement Administrator" means Apex Class Action Settlement Administration, 18  
24 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-  
25 3536. The Settlement Administrator establishes, designates and maintains, as a QSF  
26 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 interest-bearing account(s) segregated from the assets of Defendant and any person related to Defendant. *Any accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment. Interest paid to Settlement Class Members will not increase the Gross Settlement Amount or otherwise burden Defendant in any way.*

MM. “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.

NN. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.

## II. RECITALS

A. On December 20, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On December 20, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);

7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*);

8. Failure to Reimburse for Required Expenses (Labor Code § 2802);

C. On February 8, 2023, Plaintiff filed her First Amended Complaint, alleging additional claims for:

1. Discrimination on the Basis of Disability (California Govt. Code §§ 12940, *et seq*);

2. Failure to Reasonably Accommodate (California Govt. Code §§ 12940, *et seq*);

3. Failure to Engage in a Timely, Good Faith, Interactive Process (California Govt. Code §§ 12940, *et seq*);

4. Work Environment Harassment (Hostile Work Environment);

5. Retaliation (California Govt. Code §§ 12940, *et seq*);

6. Failure to Prevent Discrimination and Harassment (California Govt. Code §§ 12940, *et seq*).

D. On March 27, 2023, Plaintiff filed her Second Amended Complaint, adding a claim of Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq*) and amending the alleged Class Period to December 7, 2019 to present.

E. On January 17, 2024, Plaintiff filed an Amended PAGA Notice of Violations with the LWDA to include allegations for violations of California Labor Code section 1194.2.

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

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

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

23 I. On September 20, 2023, the Parties participated in mediation presided over by  
24 Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage  
25 and hour class and PAGA actions. The mediation concluded with a settlement, which  
26 was subsequently memorialized in the form of a Memorandum of Understanding.

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

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

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

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

20 **III. TERMS OF AGREEMENT**

21 A. Settlement Consideration and Settlement Payments by Defendant.

- 22 1. Settlement Consideration. In full and complete settlement of the Action, and  
23 in exchange for the releases set forth below, Defendant will pay the sum of  
24 the Individual Settlement Payments, the Service Award, the Attorneys' Fees  
25 and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as  
26 specified in this Agreement, equal to the Gross Settlement Amount of Nine

1 Hundred, Seventy Thousand Dollars (\$970,000.00). The Parties agree that this  
2 is a non-reversionary Settlement and that no portion of the Gross Settlement  
3 Amount shall revert to Defendant. Other than the Defendant's share of  
4 employer payroll taxes and as provided in Section III.A.2 below, Defendant  
5 shall not be required to pay more than the Gross Settlement Amount.

- 6 2. Class Size. Defendant represents that the Settlement Class was comprised of  
7 475 Class Members who collectively worked approximately 48,530  
8 workweeks ("Projected Workweeks") during the Class Period. One week  
9 prior to the filing of the motion for Preliminary Approval, the Settlement  
10 Administrator will provide Class Counsel with a declaration under penalty of  
11 perjury confirming the number of applicable Class Members and workweeks  
12 they worked during the Class Period. No later than thirty (30) days after  
13 execution of this Settlement Agreement, Defendant will provide the  
14 Settlement Administrator with the Class Data in order to ensure the Settlement  
15 Administrator has sufficient time to prepare the foregoing declaration prior to  
16 the filing of the motion for Preliminary Approval. If the Projected Workweeks  
17 increase by more than 10% of the estimated stated herein, the Gross  
18 Settlement Amount shall increase proportionally for the number of  
19 workweeks over 110% of the 48,530 Projected Workweeks (53,383). For  
20 example, if the total workweeks in the Class Period are 115% of 48,530, the  
21 Gross Settlement Amount shall increase by 5%. Alternatively, Defendant has  
22 the option of shortening the class period end date to where total workweeks  
23 do not exceed 48,530. Defendant will provide a declaration under penalty of  
24 perjury confirming the number of applicable Class Members, Aggrieved  
25 Employees, PAGA Pay Periods, and workweeks they worked during the  
26 applicable Class Period three business days prior to Plaintiff's deadline to file

her motion for preliminary approval of the settlement.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.
  4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.
- B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.
- C. Release by Plaintiff and the LWDA. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.
- D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:
1. The Court enters an order granting preliminary approval of the Settlement;
  2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
  3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally 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, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement 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;

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

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

4. If nullification is caused by the fault of one Party and not the other, the responsible Party shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of 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, 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.

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

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

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

I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court's setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator

responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**, including Spanish translation. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the

1 Class Period and PAGA Period, if any, and the estimated amount of  
2 their Individual Settlement Payment if they do not request to be  
3 excluded from the Settlement and each Aggrieved Employees' share  
4 of the Aggrieved Employment Payment, if any. The Settlement  
5 Administrator shall use the Class Data to determine Class Members'  
6 Workweeks and PAGA Workweeks. The Notice will also advise the  
7 Aggrieved Employees that they will release the Released PAGA  
8 Claims and will receive their share of the Aggrieved Employee  
9 Payment regardless of whether they request to be excluded from the  
10 Settlement.

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

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

1           4.     Undeliverable Notices. Any Notice Packets returned to the Settlement  
2           Administrator as non-delivered on or before the Response Deadline shall be  
3           re-mailed to any forwarding address provided. If no forwarding address is  
4           provided, the Settlement Administrator shall promptly attempt to determine a  
5           correct address by lawful use of skip-tracing, or other search using the name,  
6           address and/or Social Security number of the Class Member involved, and  
7           shall then perform a re-mailing, if the Settlement Administrator identifies  
8           another mailing address. In addition, if any Notice Packets, which are  
9           addressed to Class Members who are currently employed by Defendant, are  
10          returned to the Settlement Administrator as non-delivered and no forwarding  
11          address is provided, the Settlement Administrator shall notify Defendant.  
12          Defendant will request that the currently employed Class Member provide a  
13          corrected address and transmit to the Administrator any corrected address  
14          provided by the Class Member. Class Members who received a re-mailed  
15          Notice Packet shall have their Response Deadline extended fifteen (15) days  
16          from the original Response Deadline.

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

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

7           7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
8 Packet shall state that Class Members who wish to exclude themselves from  
9 the Settlement must submit a written request for exclusion to the Settlement  
10 Administrator by the Response Deadline. The written request for exclusion  
11 must state that the Class Member wishes to exclude himself or herself from  
12 the Settlement and (1) must contain the name, address, and the last four digits  
13 of the Social Security number of the person requesting exclusion; (2) must be  
14 signed by the Class Member; (3) must be postmarked or fax stamped by the  
15 Response Deadline and returned to the Settlement Administrator at the  
16 specified address or fax telephone number; and (4) contain a typewritten or  
17 handwritten notice stating in substance that he or she wishes to be excluded  
18 from the settlement of the class action lawsuit entitled *Thomas v. Center for*  
19 *Elders' Independence*, currently pending in Superior Court of Alameda, Case  
20 No. 22CV024221. The request for exclusion will not be valid if it is not timely  
21 submitted, if it is not signed by the Class Member, or if it does not contain the  
22 name and address and last four digits of the Social Security number of the  
23 Class Member. The date of the postmark on the mailing envelope or fax stamp  
24 on the request for exclusion shall be the exclusive means used to determine  
25 whether the request for exclusion was timely submitted. Any Class Member  
26 who submits a timely request for exclusion shall be excluded from the

1 Settlement Class will not be entitled to an Individual Settlement Payment and  
2 will not be otherwise bound by the terms of the Settlement or have any right  
3 to object, appeal or comment thereon. However, any Class Member that  
4 submits a timely request for exclusion that is also a member of the Aggrieved  
5 Employees will still receive his/her pro rata share of the PAGA Settlement, as  
6 specified below, and in consideration, will be bound by the Release by the  
7 Aggrieved Employees as set forth herein. Settlement Class Members who fail  
8 to submit a valid and timely request for exclusion on or before the Response  
9 Deadline shall be bound by all terms of the Settlement and any final judgment  
10 entered in this Action if the Settlement is approved by the Court. No later than  
11 twenty-one (21) calendar days after the Response Deadline, the Settlement  
12 Administrator shall provide counsel for the Parties with a final list of the Class  
13 Members who have timely submitted timely requests for exclusion. At no time  
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage  
15 members of the Class to submit requests for exclusion from the Settlement.

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

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

12 L. Allocation of the Gross Settlement Amount. The Gross Settlement shall be allocated  
13 as follows:

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 for all Class  
18 Members. The respective Workweeks for each Class Member will be divided  
19 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
20 for each Class Member. Each Class Member's Payment Ratio will then be  
21 multiplied by the Net Settlement Amount to calculate each Class Member's  
22 estimated Individual Settlement Payments. Each Individual Settlement  
23 Payment will be reduced by any legally mandated employee tax withholdings  
24 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
25 Members who submit valid and timely requests for exclusion will be  
26 redistributed to Settlement Class Members who do not submit valid and timely

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-  
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
4 Parties' intention that this Settlement Agreement will not affect any rights,  
5 contributions, or amounts to which any Class Members may be entitled under  
6 any benefit plans.

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

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
20 and/or Aggrieved Employees' last known mailing address no later than thirty  
21 (30) days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employees does not cash his or her settlement check within 90  
26 days, the Settlement Administrator will send a letter to such persons, advising

1 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
2 Member and/or Aggrieved Employees to request reissuance in the event the  
3 check was destroyed, lost or misplaced. In the event an Individual Settlement  
4 Payment and/or Aggrieved Employees' individual share of the PAGA  
5 Penalties check has not been cashed within one hundred and eighty (180) days,  
6 all funds represented by such uncashed checks, plus any interest accrued  
7 thereon, shall be paid to the Senior Services Coalition of Alameda County  
8 ("SSCAC"), pursuant to California Code of Civil Procedure section 386.

- 9 9. Service Award. In addition to the Individual Settlement Payment as a  
10 Settlement Class Member and her individual share of the Aggrieved  
11 Employee Payment, Plaintiff will apply to the Court for an award of not more  
12 than \$5,000.00, as the Service Award. Defendant will not oppose a Service  
13 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator  
14 shall pay the Service Award, either in the amount stated herein if approved by  
15 the Court or some other amount as approved by the Court, to Plaintiff from  
16 the Gross Settlement Amount no later than thirty (30) days after the Funding  
17 Date. Any portion of the requested Service Award that is not awarded to the  
18 Class Representative shall be part of the Net Settlement Amount and shall be  
19 distributed to Settlement Class Members as provided in this Agreement. The  
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff  
21 for her Service Award. Plaintiff shall be solely and legally responsible to pay  
22 any and all applicable taxes on her Service Award and shall hold harmless the  
23 Released Parties from any claim or liability for taxes, penalties, or interest  
24 arising as a result of the Service Award. Approval of this Settlement shall not  
25 be conditioned on Court approval of the requested amount of the Service  
26 Award. If the Court reduces or does not approve the requested Service Award,

1 Plaintiff shall not have the right to revoke the Settlement, and it will remain  
2 binding.

3 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class  
4 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of  
5 the Gross Settlement Amount currently estimated to be \$323,333.33 *and*  
6 Attorneys' Expenses supported by declaration not to exceed Twenty-Five  
7 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and  
8 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any  
9 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are  
10 not awarded to Class Counsel shall be part of the Net Settlement Amount and  
11 shall be distributed to Settlement Class Members as provided in this  
12 Agreement. The Settlement Administrator shall allocate and pay the  
13 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later  
14 than thirty (30) days after the Funding Date. Class Counsel shall be solely  
15 and legally responsible to pay all applicable taxes on the payment made  
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
17 Form 1099 — MISC to Class Counsel for the payments made pursuant to this  
18 paragraph. In the event that the Court reduces or does not approve the  
19 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right  
20 to revoke the Settlement, or to appeal such order, and the Settlement will  
21 remain binding.

22 11. PAGA Penalties. Forty-Eight Thousand Five Hundred Dollars (\$48,500.00)  
23 shall be allocated from the Gross Settlement Amount for settlement of claims  
24 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA  
25 Penalties"). The Settlement Administrator shall pay the LWDA Payment,  
26 comprised of seventy-five percent (75%) of the PAGA Penalties (\$36,375.00),

1 to the California Labor and Workforce Development Agency no later than  
2 thirty (30) days after the Effective Date. The Aggrieved Employee Payment,  
3 comprised of twenty-five percent (25%) of the PAGA Penalties (\$12,125.00),  
4 will be distributed to the Aggrieved Employees as described in this  
5 Agreement. For purposes of distributing the Aggrieved Employee Payment,  
6 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
7 Employee Payment using the PAGA Payment Ratio as defined above.

8 12. Administration Costs. The Settlement Administrator shall be paid for the  
9 costs of administration of the Settlement from the Gross Settlement Amount.  
10 The estimate of the Administration Costs is \$9,000.00. The Settlement  
11 Administrator shall be paid the Administration Costs no later than thirty (30)  
12 days after the Effective Date.

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

22 1. Declaration by Settlement Administrator. No later than seven (7) days after  
23 the Response Deadline, the Settlement Administrator shall submit a  
24 declaration in support of Plaintiff's motion for final approval of this  
25 Settlement detailing the number of Notice Packets mailed and re-mailed to  
26 Class Members, the number of undeliverable Notice Packets, the number of

timely requests for exclusion, the full names of those Class Members who requested exclusion from the Settlement, the number of objections received, the amount of the average, highest, and lowest Individual Settlement Payments, the amount of the average, highest, and lowest Aggrieved Employee Payments, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

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

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

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

1 R. Entire Agreement. Except for Plaintiff's separate individual settlement agreement  
2 with Defendant, which resolve Plaintiff's individual claims and shall not affect this  
3 Agreement in any way, this Agreement and any attached Exhibit constitute the entire  
4 Agreement among these Parties, and no oral or written representations, warranties or  
5 inducements have been made to any Party concerning this Agreement or its Exhibit  
6 other than the representations, warranties and covenants contained and memorialized  
7 in this Agreement and its Exhibit.

8 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
9 represent they are expressly authorized by the Parties whom they represent to negotiate  
10 this Agreement and to take all appropriate Action required or permitted to be taken by  
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
12 documents required to effectuate the terms of this Agreement. The persons signing  
13 this Agreement on behalf of Defendant represents and warrants that he/she is  
14 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
15 warrants that she is authorized to sign this Agreement and that she has not assigned  
16 any claim, or part of a claim, covered by this Settlement to a third-party.

17 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
18 press releases, initiate any contact with the press, respond to any press inquiry, or have  
19 any communication with the press about the fact, amount or terms of the Settlement  
20 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
21 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
22 Class Counsel from including publicly available information regarding this settlement  
23 in future judicial submissions regarding Class Counsel's qualifications and experience.  
24 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
25 for any marketing or promotional purposes, either before or after the Motion for  
26 Preliminary Approval is filed.

- 1 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
6 executed counterparts and each of them shall be deemed to be one and the same  
7 instrument provided that counsel for the Parties to this Agreement shall exchange  
8 among themselves copies or originals of the signed counterparts.
- 9 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
10 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
11 Settlement after extensive arms-length negotiations, taking into account all relevant  
12 factors, present and potential.
- 13 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
14 respect to the interpretation, implementation, and enforcement of the terms of this  
15 Agreement and all orders and judgments entered in connection therewith, and the  
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
17 interpreting, implementing and enforcing the settlement and all orders and judgments  
18 entered in connection with this Agreement.
- 19 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
20 the Court shall first attempt to construe the provisions valid to the fullest extent  
21 possible consistent with applicable precedents so as to define all provisions of this  
22 Agreement valid and enforceable.
- 23 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
24 certification for purposes of this settlement only.
- 25 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
26 Released Class Claims have merit and give rise to liability on the part of Defendant.

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

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

DATED 06/03/2024



Tamika Thomas (Jun 3, 2024 16:43 PDT)

Tamika Thomas

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: \_\_\_\_\_

\_\_\_\_\_  
CENTER FOR ELDER'S INDEPENDENCE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 6/4/2024

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

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

8  
9 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

10 DATED: \_\_\_\_\_

11 Tamika Thomas

12  
13 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

14 DATED: 06/03/24

15 Robert Scott  
Robert Scott

CENTER FOR ELDERS' INDEPENDENCE

16 Robert Scott

17 Printed Name

18 EVP & CHRO

19 Title

20 IT IS SO AGREED AS TO FORM BY COUNSEL:

21  
22 DATED: \_\_\_\_\_

JCL LAW FIRM, A.P.C.

23 By: \_\_\_\_\_

24 Attorneys for Plaintiff and the Settlement Class  
25 Members

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DATED: 6/4/2024

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED:

BERGER KAHN, A LAW CORPORATION

By:

Erin R. Ezra, Esq.

Walker Macon, Esq.

Attorneys for Defendant

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DATED: \_\_\_\_\_

ZAKAY LAW GROUP, APLC

By: \_\_\_\_\_

Attorneys for Plaintiff and the Settlement Class  
Members

DATED: 5/30/2024

BERGER KAHN, A LAW CORPORATION

By:  

Erin R. Ezra, Esq.

Walker Macon, Esq.

Attorneys for Defendant

# EXHIBIT A

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

*(Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>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 CEI as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                           |
| <b>Object</b>                                                       | <p>You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                       |

**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 Tamika Thomas ("Plaintiff") and Center for Elders' Independence. ("CEI"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by CEI and performed work in California during the period between December 7, 2019 through September 20, 2023 ("Class Period").

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

## **2. What is this class action lawsuit about?**

Plaintiff filed a Class Action Complaint against CEI in the Superior Court of the State of California, County of Alameda, Case No. 22CV024221 (the “Action”). Plaintiff’s second amended complaint asserts the following claims, including Plaintiff’s own individual claims: (1) Violation of California Business and Professions Code § 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (8) Failure to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]; (10) Discrimination on the basis of disability in violation of California Govt. Code §§ 12940, *et seq.*; (11) Failure to reasonably accommodate in violation of California Govt. Code §§ 12940, *et seq.*; (12) Failure to engage in a timely, good faith, interactive process in violation of California Govt. Code §§ 12940, *et seq.*; (13) Work environment harassment [Hostile Work Environment]; (14) Retaliation in violation of California Govt. Code §§ 12940, *et seq.*; and (15) Failure to prevent discrimination and harassment in violation of California Govt. Code §§ 12940, *et seq.* For convenience, this document refers to claims 1 through 9 as the “Class Claims” and claims 10 through 14 as “Plaintiff’s Individual Claims.”

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

On September 20, 2023, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on MONTH XX, 202X. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. CEI has agreed to pay an amount of Nine Hundred Seventy Thousand Dollars and Zero Cents (\$970,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$9,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$323,333.33 out of \$970,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$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 in the amount of Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be ordered 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 Penalties. A payment of Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$12,125.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$36,375.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from CEI.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by CEI and performed work in California during the PAGA Period. The PAGA Period means the period between December 20, 2021, to September 20, 2023.

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

Tax Matters. Twenty percent (20%) 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. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor CEI's counsel intend anything

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

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

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

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by CEI, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by CEI, Plaintiff, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's PAGA Amended 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. "Released Parties" means CEI, including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders' Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

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 CEI for the claims 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?**

CEI's records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period (December 7, 2019 to September 20, 2023).

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

CEI's records reflect that you have <<\_\_\_\_>> pay periods worked during the PAGA Period (December 20, 2021 to September 20, 2023).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address

provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

## **6. How can I get a payment?**

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the 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 Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas v. Center for Elders' Independence*, currently pending in Superior Court of Alameda, Case No. 22CV024221. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Thomas v. Center for Elders' Independence., Alameda County Superior Court Case No. 22CV024221*. 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** [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

E-Mail: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for CEI:**

Erin R. Ezra, Esq.

Walker Macon, Esq.

Berger Kahn, A Law Corporation

1 Spectrum Pointe Dr., Suite 340

Lake Forest, CA 92630

Tel.: (949) 614-0100

Fax: (949) 771-1922

E-Mail: [eezra@bergerkahn.com](mailto:eezra@bergerkahn.com)

E-Mail : [wmacon@bergerkahn.com](mailto:wmacon@bergerkahn.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 [REDACTED], at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. 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. The Court may reschedule this hearing 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 ***Thomas v. Center for Elders' Independence, currently pending in Alameda County Superior Court Case No. 22CV024221***, Settlement Administrator, c/o Apex Class Action Settlement Administration.

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

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Senior Services Coalition of Alameda County ("SSCAC") a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# **EXHIBIT 2**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Monnett De La Torre (State Bar # 272884)  
5440 Morehouse Drive, Suite 3600  
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**ZAKAY LAW GROUP, APLC**

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[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,  
a California corporation; and DOES 1 through  
50, Inclusive,

Defendants.

Case No.: 22CV024221

[Action Filed December 20, 2022]

**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 Release  
2 of Claims is entered into by and between Plaintiff TAMIKA THOMAS (hereinafter “Plaintiff”), an  
3 individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State  
4 of California and the Aggrieved Employees, and Defendant CENTER FOR ELDER’S  
5 INDEPENDENCE (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Thomas v. Center*  
8 *for Elders’ Independence*, Alameda County Superior Court, Case No. 22CV024221,  
9 filed December 20, 2022.
- 10 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator  
11 from the Gross Settlement Amount for administering the Settlement pursuant to this  
12 Agreement currently estimated not to exceed \$9,000.00.
- 13 C. “Aggrieved Employees” means all non-exempt employees who are or previously  
14 were employed by Defendant and performed work in California during the period of  
15 December 20, 2021 to September 20, 2023 (the “PAGA Period”).
- 16 D. “Aggrieved Employee Payment” means 25% of the PAGA Penalties allocated to the  
17 Aggrieved Employees.
- 18 E. “Agreement” or “Settlement Agreement” means this First Amended Stipulation of  
19 Settlement of Class and PAGA Action and Release of Claims.
- 20 F. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
21 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 22 G. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
23 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
24 Class in the Action, not to exceed one-third of the Gross Settlement Amount,  
25 currently estimated to be \$323,333.33 out of \$970,000.00. Attorneys’ Fees will be

divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of December 7, 2019 to September 20, 2023 (the “Class Period”).

I. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

J. “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.

K. “Class Period” means the period beginning December 7, 2019 to September 20, 2023.

L. “Class Representative” shall mean plaintiff Tamika Thomas.

M. “Court” means the Superior Court for the State of California, County of Alameda currently presiding over the Action.

N. “Defendant” shall mean Center for Elders’ Independence, Inc., including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders’ Independence, Inc.’s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

O. “Effective Date” means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court’s overruling of objections to the settlement, then the effective

1 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
2 an appellate decision affirming the final approval decision becomes final.

3 P. "Funding Date" shall be sixty (60) calendar days after the Effective date and is the  
4 date by which Defendant has paid the entire Gross Settlement Amount to the Claims  
5 Administrator in accord with the terms of this Agreement.

6 Q. "Gross Settlement Amount" means Nine Hundred, Seventy Thousand Dollars and  
7 Zero Cents (\$970,000.00) that Defendant must pay into the Qualified Settlement Fund  
8 (QSF) in connection with this Settlement, inclusive of the sum of Administration  
9 Costs, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA  
10 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any  
11 payment under this Settlement. The Gross Settlement Amount shall be all-in with no  
12 reversion to Defendant.

13 R. "Individual Settlement Payments" means the amount payable from the Net Settlement  
14 Amount to each Settlement Class Member and excludes any amounts distributed to  
15 Aggrieved Employees pursuant to PAGA.

16 S. "LWDA Payment" means 75% of the PAGA Penalties allocated to the Labor and  
17 Workforce Development Agency.

18 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
19 Attorneys' Fees, Attorneys' Expenses, Service Award, PAGA Penalties, and  
20 Administration Costs.

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

24 V. "Operative Complaint" shall mean the Second Amended Complaint filed on March  
25 27, 2023.

- 1 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
2 Labor Code § 2698 *et seq.*
- 3 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
4 for each Aggrieved Employee divided by the sum total of the Pay Periods for all  
5 Aggrieved Employees during the PAGA Period.
- 6 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
7 Employee Payment, as defined herein, means the number of pay periods of  
8 employment during the PAGA Period that each Aggrieved Employee worked in  
9 California.
- 10 Z. "PAGA Period" means the period beginning December 20, 2021 to September 20,  
11 2023.
- 12 AA. "PAGA Penalties" shall mean Forty-Eight Thousand and Five Hundred Dollars  
13 (\$48,500.00) to be allocated from the Gross Settlement Amount, with 25% of the  
14 payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and  
15 75% of the payment going to the Labor and Workforce Development Agency  
16 ("LWDA Payment"). The amount of the PAGA Penalties is subject to Court approval  
17 pursuant to California Labor Code section 2699(l). Any reallocation of the Gross  
18 Settlement Amount to increase the PAGA Penalties will not constitute grounds by  
19 either party to void this Agreement, so long as the Gross Settlement Amount remains  
20 the same.
- 21 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
22 Plaintiff or Defendant, individually.
- 23 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided  
24 by the sum total Workweeks for all Class Members.
- 25 DD. "Plaintiff" shall mean Tamika Thomas.

- 1 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 FF. "Released Class Claims" shall mean all class claims alleged, or reasonably could have  
4 been alleged based on the facts alleged in the Operative Complaint in the Action  
5 which occurred during the Class Period, and expressly excluding all other claims,  
6 including claims for vested benefits, wrongful termination, unemployment insurance,  
7 disability, social security, workers' compensation, and class claims outside of the  
8 Class Period.
- 9 GG. "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's Amended  
10 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly  
11 excluding all other claims, including claims for vested benefits, wrongful termination,  
12 unemployment insurance, disability, social security, workers' compensation, and  
13 PAGA claims outside of the PAGA Period.
- 14 HH. "Released Parties" shall mean Defendant.
- 15 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
16 Administrator mails Notice Packets to Class Members and the last date on which  
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 JJ. "Service Award" means an award in the amount of \$5,000 or in an amount that the  
19 Court otherwise orders to be paid to the Class Representative, in addition to her  
20 Individual Settlement Payment and her individual Aggrieved Employee Payment, in  
21 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 22 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 23 LL. "Settlement Administrator" means Apex Class Action Settlement Administration, 18  
24 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-  
25 3536. The Settlement Administrator establishes, designates and maintains, as a QSF  
26 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 interest-bearing account(s) segregated from the assets of Defendant and any person related to Defendant. *Any accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment. Interest paid to Settlement Class Members will not increase the Gross Settlement Amount or otherwise burden Defendant in any way.*

MM. “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.

NN. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.

## II. RECITALS

A. On December 20, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On December 20, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);

7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*);

8. Failure to Reimburse for Required Expenses (Labor Code § 2802);

C. On February 8, 2023, Plaintiff filed her First Amended Complaint, alleging additional claims for:

1. Discrimination on the Basis of Disability (California Govt. Code §§ 12940, *et seq*);

2. Failure to Reasonably Accommodate (California Govt. Code §§ 12940, *et seq*);

3. Failure to Engage in a Timely, Good Faith, Interactive Process (California Govt. Code §§ 12940, *et seq*);

4. Work Environment Harassment (Hostile Work Environment);

5. Retaliation (California Govt. Code §§ 12940, *et seq*);

6. Failure to Prevent Discrimination and Harassment (California Govt. Code §§ 12940, *et seq*).

D. On March 27, 2023, Plaintiff filed her Second Amended Complaint, adding a claim of Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq*) and amending the alleged Class Period to December 7, 2019 to present.

E. On January 17, 2024, Plaintiff filed an Amended PAGA Notice of Violations with the LWDA to include allegations for violations of California Labor Code section 1194.2.

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

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

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

23 I. On September 20, 2023, the Parties participated in mediation presided over by  
24 Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage  
25 and hour class and PAGA actions. The mediation concluded with a settlement, which  
26 was subsequently memorialized in the form of a Memorandum of Understanding.

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

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

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

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

20 **III. TERMS OF AGREEMENT**

21 A. Settlement Consideration and Settlement Payments by Defendant.

- 22 1. Settlement Consideration. In full and complete settlement of the Action, and  
23 in exchange for the releases set forth below, Defendant will pay the sum of  
24 the Individual Settlement Payments, the Service Award, the Attorneys' Fees  
25 and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as  
26 specified in this Agreement, equal to the Gross Settlement Amount of Nine

1 Hundred, Seventy Thousand Dollars (\$970,000.00). The Parties agree that this  
2 is a non-reversionary Settlement and that no portion of the Gross Settlement  
3 Amount shall revert to Defendant. Other than the Defendant's share of  
4 employer payroll taxes and as provided in Section III.A.2 below, Defendant  
5 shall not be required to pay more than the Gross Settlement Amount.

- 6 2. Class Size. Defendant represents that the Settlement Class was comprised of  
7 475 Class Members who collectively worked approximately 48,530  
8 workweeks ("Projected Workweeks") during the Class Period. One week  
9 prior to the filing of the motion for Preliminary Approval, the Settlement  
10 Administrator will provide Class Counsel with a declaration under penalty of  
11 perjury confirming the number of applicable Class Members and workweeks  
12 they worked during the Class Period. No later than thirty (30) days after  
13 execution of this Settlement Agreement, Defendant will provide the  
14 Settlement Administrator with the Class Data in order to ensure the Settlement  
15 Administrator has sufficient time to prepare the foregoing declaration prior to  
16 the filing of the motion for Preliminary Approval. If the Projected Workweeks  
17 increase by more than 10% of the estimated stated herein, the Gross  
18 Settlement Amount shall increase proportionally for the number of  
19 workweeks over 110% of the 48,530 Projected Workweeks (53,383). For  
20 example, if the total workweeks in the Class Period are 115% of 48,530, the  
21 Gross Settlement Amount shall increase by 5%. Alternatively, Defendant has  
22 the option of shortening the class period end date to where total workweeks  
23 do not exceed 48,530. Defendant will provide a declaration under penalty of  
24 perjury confirming the number of applicable Class Members, Aggrieved  
25 Employees, PAGA Pay Periods, and workweeks they worked during the  
26 applicable Class Period three business days prior to Plaintiff's deadline to file

her motion for preliminary approval of the settlement.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.
  4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.
- B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.
- C. Release by Plaintiff and the LWDA. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.
- D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:
1. The Court enters an order granting preliminary approval of the Settlement;
  2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
  3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally 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, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement 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;

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

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

4. If nullification is caused by the fault of one Party and not the other, the responsible Party shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of 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, 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.

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

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

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

I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court's setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator

responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**, including Spanish translation. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the

1 Class Period and PAGA Period, if any, and the estimated amount of  
2 their Individual Settlement Payment if they do not request to be  
3 excluded from the Settlement and each Aggrieved Employees' share  
4 of the Aggrieved Employment Payment, if any. The Settlement  
5 Administrator shall use the Class Data to determine Class Members'  
6 Workweeks and PAGA Workweeks. The Notice will also advise the  
7 Aggrieved Employees that they will release the Released PAGA  
8 Claims and will receive their share of the Aggrieved Employee  
9 Payment regardless of whether they request to be excluded from the  
10 Settlement.

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

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

1                   4.     Undeliverable Notices. Any Notice Packets returned to the Settlement  
2                   Administrator as non-delivered on or before the Response Deadline shall be  
3                   re-mailed to any forwarding address provided. If no forwarding address is  
4                   provided, the Settlement Administrator shall promptly attempt to determine a  
5                   correct address by lawful use of skip-tracing, or other search using the name,  
6                   address and/or Social Security number of the Class Member involved, and  
7                   shall then perform a re-mailing, if the Settlement Administrator identifies  
8                   another mailing address. In addition, if any Notice Packets, which are  
9                   addressed to Class Members who are currently employed by Defendant, are  
10                  returned to the Settlement Administrator as non-delivered and no forwarding  
11                  address is provided, the Settlement Administrator shall notify Defendant.  
12                  Defendant will request that the currently employed Class Member provide a  
13                  corrected address and transmit to the Administrator any corrected address  
14                  provided by the Class Member. Class Members who received a re-mailed  
15                  Notice Packet shall have their Response Deadline extended fifteen (15) days  
16                  from the original Response Deadline.

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

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

7           7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
8           Packet shall state that Class Members who wish to exclude themselves from  
9           the Settlement must submit a written request for exclusion to the Settlement  
10          Administrator by the Response Deadline. The written request for exclusion  
11          must state that the Class Member wishes to exclude himself or herself from  
12          the Settlement and (1) must contain the name, address, and the last four digits  
13          of the Social Security number of the person requesting exclusion; (2) must be  
14          signed by the Class Member; (3) must be postmarked or fax stamped by the  
15          Response Deadline and returned to the Settlement Administrator at the  
16          specified address or fax telephone number; and (4) contain a typewritten or  
17          handwritten notice stating in substance that he or she wishes to be excluded  
18          from the settlement of the class action lawsuit entitled *Thomas v. Center for*  
19          *Elders' Independence*, currently pending in Superior Court of Alameda, Case  
20          No. 22CV024221. The request for exclusion will not be valid if it is not timely  
21          submitted, if it is not signed by the Class Member, or if it does not contain the  
22          name and address and last four digits of the Social Security number of the  
23          Class Member. The date of the postmark on the mailing envelope or fax stamp  
24          on the request for exclusion shall be the exclusive means used to determine  
25          whether the request for exclusion was timely submitted. Any Class Member  
26          who submits a timely request for exclusion shall be excluded from the

1 Settlement Class will not be entitled to an Individual Settlement Payment and  
2 will not be otherwise bound by the terms of the Settlement or have any right  
3 to object, appeal or comment thereon. However, any Class Member that  
4 submits a timely request for exclusion that is also a member of the Aggrieved  
5 Employees will still receive his/her pro rata share of the PAGA Settlement, as  
6 specified below, and in consideration, will be bound by the Release by the  
7 Aggrieved Employees as set forth herein. Settlement Class Members who fail  
8 to submit a valid and timely request for exclusion on or before the Response  
9 Deadline shall be bound by all terms of the Settlement and any final judgment  
10 entered in this Action if the Settlement is approved by the Court. No later than  
11 twenty-one (21) calendar days after the Response Deadline, the Settlement  
12 Administrator shall provide counsel for the Parties with a final list of the Class  
13 Members who have timely submitted timely requests for exclusion. At no time  
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage  
15 members of the Class to submit requests for exclusion from the Settlement.

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

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

12 L. Allocation of the Gross Settlement Amount. The Gross Settlement shall be allocated  
13 as follows:

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 for all Class  
18 Members. The respective Workweeks for each Class Member will be divided  
19 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
20 for each Class Member. Each Class Member's Payment Ratio will then be  
21 multiplied by the Net Settlement Amount to calculate each Class Member's  
22 estimated Individual Settlement Payments. Each Individual Settlement  
23 Payment will be reduced by any legally mandated employee tax withholdings  
24 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
25 Members who submit valid and timely requests for exclusion will be  
26 redistributed to Settlement Class Members who do not submit valid and timely

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-  
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
4 Parties' intention that this Settlement Agreement will not affect any rights,  
5 contributions, or amounts to which any Class Members may be entitled under  
6 any benefit plans.

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

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
20 and/or Aggrieved Employees' last known mailing address no later than thirty  
21 (30) days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employees does not cash his or her settlement check within 90  
26 days, the Settlement Administrator will send a letter to such persons, advising

1 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
2 Member and/or Aggrieved Employees to request reissuance in the event the  
3 check was destroyed, lost or misplaced. In the event an Individual Settlement  
4 Payment and/or Aggrieved Employees' individual share of the PAGA  
5 Penalties check has not been cashed within one hundred and eighty (180) days,  
6 all funds represented by such uncashed checks, plus any interest accrued  
7 thereon, shall be paid to the Legal Assistance for Seniors, Inc. pursuant to  
8 California Code of Civil Procedure section 386.

- 9 9. Service Award. In addition to the Individual Settlement Payment as a  
10 Settlement Class Member and her individual share of the Aggrieved  
11 Employee Payment, Plaintiff will apply to the Court for an award of not more  
12 than \$5,000.00, as the Service Award. Defendant will not oppose a Service  
13 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator  
14 shall pay the Service Award, either in the amount stated herein if approved by  
15 the Court or some other amount as approved by the Court, to Plaintiff from  
16 the Gross Settlement Amount no later than thirty (30) days after the Funding  
17 Date. Any portion of the requested Service Award that is not awarded to the  
18 Class Representative shall be part of the Net Settlement Amount and shall be  
19 distributed to Settlement Class Members as provided in this Agreement. The  
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff  
21 for her Service Award. Plaintiff shall be solely and legally responsible to pay  
22 any and all applicable taxes on her Service Award and shall hold harmless the  
23 Released Parties from any claim or liability for taxes, penalties, or interest  
24 arising as a result of the Service Award. Approval of this Settlement shall not  
25 be conditioned on Court approval of the requested amount of the Service  
26 Award. If the Court reduces or does not approve the requested Service Award,

1 Plaintiff shall not have the right to revoke the Settlement, and it will remain  
2 binding.

3 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class  
4 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of  
5 the Gross Settlement Amount currently estimated to be \$323,333.33 *and*  
6 Attorneys' Expenses supported by declaration not to exceed Twenty-Five  
7 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and  
8 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any  
9 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are  
10 not awarded to Class Counsel shall be part of the Net Settlement Amount and  
11 shall be distributed to Settlement Class Members as provided in this  
12 Agreement. The Settlement Administrator shall allocate and pay the  
13 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later  
14 than thirty (30) days after the Funding Date. Class Counsel shall be solely  
15 and legally responsible to pay all applicable taxes on the payment made  
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
17 Form 1099 — MISC to Class Counsel for the payments made pursuant to this  
18 paragraph. In the event that the Court reduces or does not approve the  
19 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right  
20 to revoke the Settlement, or to appeal such order, and the Settlement will  
21 remain binding.

22 11. PAGA Penalties. Forty-Eight Thousand Five Hundred Dollars (\$48,500.00)  
23 shall be allocated from the Gross Settlement Amount for settlement of claims  
24 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA  
25 Penalties"). The Settlement Administrator shall pay the LWDA Payment,  
26 comprised of seventy-five percent (75%) of the PAGA Penalties (\$36,375.00),

1 to the California Labor and Workforce Development Agency no later than  
2 thirty (30) days after the Effective Date. The Aggrieved Employee Payment,  
3 comprised of twenty-five percent (25%) of the PAGA Penalties (\$12,125.00),  
4 will be distributed to the Aggrieved Employees as described in this  
5 Agreement. For purposes of distributing the Aggrieved Employee Payment,  
6 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
7 Employee Payment using the PAGA Payment Ratio as defined above.

8 12. Administration Costs. The Settlement Administrator shall be paid for the  
9 costs of administration of the Settlement from the Gross Settlement Amount.  
10 The estimate of the Administration Costs is \$9,000.00. The Settlement  
11 Administrator shall be paid the Administration Costs no later than thirty (30)  
12 days after the Effective Date.

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

22 1. Declaration by Settlement Administrator. No later than seven (7) days after  
23 the Response Deadline, the Settlement Administrator shall submit a  
24 declaration in support of Plaintiff's motion for final approval of this  
25 Settlement detailing the number of Notice Packets mailed and re-mailed to  
26 Class Members, the number of undeliverable Notice Packets, the number of

timely requests for exclusion, the full names of those Class Members who requested exclusion from the Settlement, the number of objections received, the amount of the average, highest, and lowest Individual Settlement Payments, the amount of the average, highest, and lowest Aggrieved Employee Payments, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

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

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

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

1 R. Entire Agreement. Except for Plaintiff's separate individual settlement agreement  
2 with Defendant, which resolve Plaintiff's individual claims and shall not affect this  
3 Agreement in any way, this Agreement and any attached Exhibit constitute the entire  
4 Agreement among these Parties, and no oral or written representations, warranties or  
5 inducements have been made to any Party concerning this Agreement or its Exhibit  
6 other than the representations, warranties and covenants contained and memorialized  
7 in this Agreement and its Exhibit.

8 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
9 represent they are expressly authorized by the Parties whom they represent to negotiate  
10 this Agreement and to take all appropriate Action required or permitted to be taken by  
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
12 documents required to effectuate the terms of this Agreement. The persons signing  
13 this Agreement on behalf of Defendant represents and warrants that he/she is  
14 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
15 warrants that she is authorized to sign this Agreement and that she has not assigned  
16 any claim, or part of a claim, covered by this Settlement to a third-party.

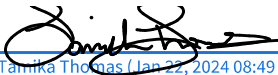
17 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
18 press releases, initiate any contact with the press, respond to any press inquiry, or have  
19 any communication with the press about the fact, amount or terms of the Settlement  
20 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
21 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
22 Class Counsel from including publicly available information regarding this settlement  
23 in future judicial submissions regarding Class Counsel's qualifications and experience.  
24 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
25 for any marketing or promotional purposes, either before or after the Motion for  
26 Preliminary Approval is filed.

- 1 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
6 executed counterparts and each of them shall be deemed to be one and the same  
7 instrument provided that counsel for the Parties to this Agreement shall exchange  
8 among themselves copies or originals of the signed counterparts.
- 9 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
10 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
11 Settlement after extensive arms-length negotiations, taking into account all relevant  
12 factors, present and potential.
- 13 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
14 respect to the interpretation, implementation, and enforcement of the terms of this  
15 Agreement and all orders and judgments entered in connection therewith, and the  
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
17 interpreting, implementing and enforcing the settlement and all orders and judgments  
18 entered in connection with this Agreement.
- 19 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
20 the Court shall first attempt to construe the provisions valid to the fullest extent  
21 possible consistent with applicable precedents so as to define all provisions of this  
22 Agreement valid and enforceable.
- 23 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
24 certification for purposes of this settlement only.
- 25 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
26 Released Class Claims have merit and give rise to liability on the part of Defendant.

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

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

DATED: 01/22/2024

  
Tamika Thomas (Jan 22, 2024 08:49 PST)

Tamika Thomas

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 1/22/2024

  
CENTER FOR ELDER'S INDEPENDENCE

Robert F Scott

Printed Name

EVP and CHRO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: January 22, 2024

JCL LAW FIRM, A.P.C.

By:

  
Attorneys for Plaintiff and the Settlement Class Members

1  
2 DATED: January 22, 2024

ZAKAY LAW GROUP, APLC

3  
4 By: 

5 Attorneys for Plaintiff and the Settlement Class  
6 Members

7 DATED: January 22, 2024

BERGER KAHN, A LAW CORPORATION

8  
9 By: 

10 Erin R. Ezra, Esq.

11 Walker Macon, Esq.

12 Attorneys for Defendant  
13  
14  
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# EXHIBIT A

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

*(Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>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 CEI as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                           |
| <b>Object</b>                                                       | <p>You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                       |

**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 Tamika Thomas ("Plaintiff") and Center for Elders' Independence. ("CEI"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by CEI and performed work in California during the period between December 7, 2019 through September 20, 2023 ("Class Period").

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

## **2. What is this class action lawsuit about?**

Plaintiff filed a Class Action Complaint against CEI in the Superior Court of the State of California, County of Alameda, Case No. 22CV024221 (the “Action”). Plaintiff’s second amended complaint asserts the following claims, including Plaintiff’s own individual claims: (1) Violation of California Business and Professions Code § 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (8) Failure to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]; (10) Discrimination on the basis of disability in violation of California Govt. Code §§ 12940, *et seq.*; (11) Failure to reasonably accommodate in violation of California Govt. Code §§ 12940, *et seq.*; (12) Failure to engage in a timely, good faith, interactive process in violation of California Govt. Code §§ 12940, *et seq.*; (13) Work environment harassment [Hostile Work Environment]; (14) Retaliation in violation of California Govt. Code §§ 12940, *et seq.*; and (15) Failure to prevent discrimination and harassment in violation of California Govt. Code §§ 12940, *et seq.* For convenience, this document refers to claims 1 through 9 as the “Class Claims” and claims 10 through 14 as “Plaintiff’s Individual Claims.”

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

On September 20, 2023, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on MONTH XX, 202X. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. CEI has agreed to pay an amount of Nine Hundred Seventy Thousand Dollars and Zero Cents (\$970,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$9,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$323,333.33 out of \$970,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$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 in the amount of Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be ordered 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 Penalties. A payment of Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$12,125.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$36,375.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from CEI.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by CEI and performed work in California during the PAGA Period. The PAGA Period means the period between December 20, 2021, to September 20, 2023.

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

Tax Matters. Twenty percent (20%) 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. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor CEI's counsel intend anything

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

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

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

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by CEI, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by CEI, Plaintiff, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's PAGA Amended 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. "Released Parties" means CEI, including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders' Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

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 CEI for the claims 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?**

CEI's records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period (December 7, 2019 to September 20, 2023).

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

CEI's records reflect that you have <<\_\_\_\_>> pay periods worked during the PAGA Period (December 20, 2021 to September 20, 2023).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address

provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

## **6. How can I get a payment?**

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the 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 Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas v. Center for Elders' Independence*, currently pending in Superior Court of Alameda, Case No. 22CV024221. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Thomas v. Center for Elders' Independence., Alameda County Superior Court Case No. 22CV024221*. 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** [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

E-Mail: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for CEI:**

Erin R. Ezra, Esq.

Walker Macon, Esq.

Berger Kahn, A Law Corporation

1 Spectrum Pointe Dr., Suite 340

Lake Forest, CA 92630

Tel.: (949) 614-0100

Fax: (949) 771-1922

E-Mail: [eezra@bergerkahn.com](mailto:eezra@bergerkahn.com)

E-Mail : [wmacon@bergerkahn.com](mailto:wmacon@bergerkahn.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** [REDACTED], at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. 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. The Court may reschedule this hearing 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 ***Thomas v. Center for Elders' Independence, currently pending in Alameda County Superior Court Case No. 22CV024221***, Settlement Administrator, c/o Apex Class Action Settlement Administration.

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

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Legal Assistance for Seniors, Inc. a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# **EXHIBIT 3**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Monnett De La Torre (State Bar # 272884)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
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**ZAKAY LAW GROUP, APLC**

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[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,  
a California corporation; and DOES 1 through  
50, Inclusive,

Defendants.

Case No.: 22CV024221

[Action Filed December 20, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff TAMIKA THOMAS (hereinafter “Plaintiff”), an individual,  
3 on behalf of the Settlement Class, and in her representative capacity on behalf of the State of  
4 California and the Aggrieved Employees, and Defendant CENTER FOR ELDER’S  
5 INDEPENDENCE (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Thomas v. Center*  
8 *for Elders’ Independence*, Alameda County Superior Court, Case No. 22CV024221,  
9 filed December 20, 2022.
- 10 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator  
11 from the Gross Settlement Amount for administering the Settlement pursuant to this  
12 Agreement currently estimated not to exceed \$9,000.00.
- 13 C. “Aggrieved Employees” means all non-exempt employees who are or previously  
14 were employed by Defendant and performed work in California during the period of  
15 December 20, 2021 to September 20, 2023 (the “PAGA Period”).
- 16 D. “Aggrieved Employee Payment” means 25% of the PAGA Penalties allocated to the  
17 Aggrieved Employees.
- 18 E. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
19 Class and PAGA Action and Release of Claims.
- 20 F. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
21 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 22 G. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
23 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
24 Class in the Action, not to exceed one-third of the Gross Settlement Amount,  
25 currently estimated to be \$323,333.33 out of \$970,000.00. Attorneys’ Fees will be

divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of December 7, 2019 to September 20, 2023 (the “Class Period”).

I. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

J. “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.

K. “Class Period” means the period beginning December 7, 2019 to September 20, 2023.

L. “Class Representative” shall mean plaintiff Tamika Thomas.

M. “Court” means the Superior Court for the State of California, County of Alameda currently presiding over the Action.

N. “Defendant” shall mean Center for Elders’ Independence, Inc., including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders’ Independence, Inc.’s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

O. “Effective Date” means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal

1 is taken from the Court's overruling of objections to the settlement, then the effective  
2 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
3 an appellate decision affirming the final approval decision becomes final.

4 P. "Funding Date" shall be sixty (60) calendar days after the Effective date and is the  
5 date by which Defendant has paid the entire Gross Settlement Amount to the Claims  
6 Administrator in accord with the terms of this Agreement.

7 Q. "Gross Settlement Amount" means Nine Hundred, Seventy Thousand Dollars and  
8 Zero Cents (\$970,000.00) that Defendant must pay into the Qualified Settlement Fund  
9 (QSF) in connection with this Settlement, inclusive of the sum of Administration  
10 Costs, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA  
11 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any  
12 payment under this Settlement. The Gross Settlement Amount shall be all-in with no  
13 reversion to Defendant.

14 R. "Individual Settlement Payments" means the amount payable from the Net Settlement  
15 Amount to each Settlement Class Member and excludes any amounts distributed to  
16 Aggrieved Employees pursuant to PAGA.

17 S. "LWDA Payment" means 75% of the PAGA Penalties allocated to the Labor and  
18 Workforce Development Agency.

19 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
20 Attorneys' Fees, Attorneys' Expenses, Service Award, PAGA Penalties, and  
21 Administration Costs.

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

25 V. "Operative Complaint" shall mean the Second Amended Complaint filed on March  
26 27, 2023.

- 1 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
2 Labor Code § 2698 *et seq.*
- 3 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
4 for each Aggrieved Employee divided by the sum total of the Pay Periods for all  
5 Aggrieved Employees during the PAGA Period.
- 6 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
7 Employee Payment, as defined herein, means the number of pay periods of  
8 employment during the PAGA Period that each Aggrieved Employee worked in  
9 California.
- 10 Z. "PAGA Period" means the period beginning December 20, 2021 to September 20,  
11 2023.
- 12 AA. "PAGA Penalties" shall mean Forty-Eight Thousand and Five Hundred Dollars  
13 (\$48,500.00) to be allocated from the Gross Settlement Amount, with 25% of the  
14 payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and  
15 75% of the payment going to the Labor and Workforce Development Agency  
16 ("LWDA Payment"). The amount of the PAGA Penalties is subject to Court approval  
17 pursuant to California Labor Code section 2699(l). Any reallocation of the Gross  
18 Settlement Amount to increase the PAGA Penalties will not constitute grounds by  
19 either party to void this Agreement, so long as the Gross Settlement Amount remains  
20 the same.
- 21 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
22 Plaintiff or Defendant, individually.
- 23 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided  
24 by the sum total Workweeks for all Class Members.
- 25 DD. "Plaintiff" shall mean Tamika Thomas.

- 1 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 FF. "Released Class Claims" shall mean all class claims alleged, or reasonably could have  
4 been alleged based on the facts alleged in the Operative Complaint in the Action  
5 which occurred during the Class Period, and expressly excluding all other claims,  
6 including claims for vested benefits, wrongful termination, unemployment insurance,  
7 disability, social security, workers' compensation, and class claims outside of the  
8 Class Period.
- 9 GG. "Released PAGA Claims" means all PAGA claims alleged in the Operative  
10 Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred  
11 during the PAGA Period, and expressly excluding all other claims, including claims  
12 for vested benefits, wrongful termination, unemployment insurance, disability, social  
13 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 14 HH. "Released Parties" shall mean Defendant.
- 15 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
16 Administrator mails Notice Packets to Class Members and the last date on which  
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 JJ. "Service Award" means an award in the amount of \$5,000 or in an amount that the  
19 Court otherwise orders to be paid to the Class Representative, in addition to her  
20 Individual Settlement Payment and her individual Aggrieved Employee Payment, in  
21 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 22 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 23 LL. "Settlement Administrator" means Apex Class Action Settlement Administration, 18  
24 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-  
25 3536. The Settlement Administrator establishes, designates and maintains, as a QSF  
26 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 interest-bearing account(s) segregated from the assets of Defendant and any person related to Defendant. ***Any accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment. Interest paid to Settlement Class Members will not increase the Gross Settlement Amount or otherwise burden Defendant in any way.***

MM. “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.

NN. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.

## **II. RECITALS**

A. On December 20, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On December 20, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);

7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*);

8. Failure to Reimburse for Required Expenses (Labor Code § 2802);

C. On February 8, 2023, Plaintiff filed her First Amended Complaint, alleging additional claims for:

1. Discrimination on the Basis of Disability (California Govt. Code §§ 12940, *et seq*);

2. Failure to Reasonably Accommodate (California Govt. Code §§ 12940, *et seq*);

3. Failure to Engage in a Timely, Good Faith, Interactive Process (California Govt. Code §§ 12940, *et seq*);

4. Work Environment Harassment (Hostile Work Environment);

5. Retaliation (California Govt. Code §§ 12940, *et seq*);

6. Failure to Prevent Discrimination and Harassment (California Govt. Code §§ 12940, *et seq*).

D. On March 27, 2023, Plaintiff filed her Second Amended Complaint, adding a claim of Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq*) and amending the alleged Class Period to December 7, 2019 to present.

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

F. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than

1 settlement, the Action is not appropriate for class or representative action treatment.  
2 Defendant contends, among other things, that at all times it complied with the  
3 California Labor Code and the Industrial Welfare Commission Wage Orders.

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

20 H. On September 20, 2023, the Parties participated in mediation presided over by  
21 Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage  
22 and hour class and PAGA actions. The mediation concluded with a settlement, which  
23 was subsequently memorialized in the form of a Memorandum of Understanding.

24 I. This Agreement replaces and supersedes the Memorandum of Understanding and any  
25 other agreements, understandings, or representations between the Parties. This  
26 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.

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

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

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

### **III. TERMS OF AGREEMENT**

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

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Nine Hundred, Seventy Thousand Dollars (\$970,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of

1 employer payroll taxes and as provided in Section III.A.2 below, Defendant  
2 shall not be required to pay more than the Gross Settlement Amount.

3 2. Class Size. Defendant represents that the Settlement Class was comprised of  
4 475 Class Members who collectively worked approximately 48,530  
5 workweeks ("Projected Workweeks") during the Class Period. One week  
6 prior to the filing of the motion for Preliminary Approval, the Settlement  
7 Administrator will provide Class Counsel with a declaration under penalty of  
8 perjury confirming the number of applicable Class Members and workweeks  
9 they worked during the Class Period. No later than thirty (30) days after  
10 execution of this Settlement Agreement, Defendant will provide the  
11 Settlement Administrator with the Class Data in order to ensure the Settlement  
12 Administrator has sufficient time to prepare the foregoing declaration prior to  
13 the filing of the motion for Preliminary Approval. If the Projected Workweeks  
14 increase by more than 10% of the estimated stated herein, the Gross  
15 Settlement Amount shall increase proportionally for the number of  
16 workweeks over 110% of the 48,530 Projected Workweeks (53,383). For  
17 example, if the total workweeks in the Class Period are 115% of 48,530, the  
18 Gross Settlement Amount shall increase by 5%. Alternatively, Defendant has  
19 the option of shortening the class period end date to where total workweeks  
20 do not exceed 48,530. Defendant will provide a declaration under penalty of  
21 perjury confirming the number of applicable Class Members, Aggrieved  
22 Employees, PAGA Pay Periods, and workweeks they worked during the  
23 applicable Class Period three business days prior to Plaintiff's deadline to file  
24 her motion for preliminary approval of the settlement.

25 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount  
26 into the QSF, through the Settlement Administrator by the Funding Date. Any

1 interest accrued will be added to the NSA and distributed to the Settlement  
2 Class Members except that if final approval is reversed on appeal, then  
3 Defendant is entitled to prompt return of the principal and all interest accrued.

4 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side  
5 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
6 together with the Gross Settlement Amount on the Funding Date.

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

10 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the  
11 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of  
12 California release the Released Parties from the Released PAGA Claims for the PAGA  
13 Period. As a result of this release, the Aggrieved Employees shall be precluded from  
14 bringing claims against Defendant for the Released PAGA Claims.

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

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

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

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

21 F. Certification of the Settlement Class. The Parties stipulate to conditional class  
22 certification of the Class for the Class Period for purposes of settlement only. In the  
23 event that this Settlement is not approved by the Court, fails to become effective, or is  
24 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
25 Defendant from obtaining a complete resolution of the Released Class Claims, the  
26 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.

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

H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed

any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court's setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

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

counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

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

2. Notice Packets.

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

1 their Individual Settlement Payment if they do not request to be  
2 excluded from the Settlement and each Aggrieved Employees' share  
3 of the Aggrieved Employment Payment, if any. The Settlement  
4 Administrator shall use the Class Data to determine Class Members'  
5 Workweeks and PAGA Workweeks. The Notice will also advise the  
6 Aggrieved Employees that they will release the Released PAGA  
7 Claims and will receive their share of the Aggrieved Employee  
8 Payment regardless of whether they request to be excluded from the  
9 Settlement.

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

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

1           4.    Undeliverable Notices. Any Notice Packets returned to the Settlement  
2           Administrator as non-delivered on or before the Response Deadline shall be  
3           re-mailed to any forwarding address provided. If no forwarding address is  
4           provided, the Settlement Administrator shall promptly attempt to determine a  
5           correct address by lawful use of skip-tracing, or other search using the name,  
6           address and/or Social Security number of the Class Member involved, and  
7           shall then perform a re-mailing, if the Settlement Administrator identifies  
8           another mailing address. In addition, if any Notice Packets, which are  
9           addressed to Class Members who are currently employed by Defendant, are  
10          returned to the Settlement Administrator as non-delivered and no forwarding  
11          address is provided, the Settlement Administrator shall notify Defendant.  
12          Defendant will request that the currently employed Class Member provide a  
13          corrected address and transmit to the Administrator any corrected address  
14          provided by the Class Member. Class Members who received a re-mailed  
15          Notice Packet shall have their Response Deadline extended fifteen (15) days  
16          from the original Response Deadline.

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

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

7           7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
8 Packet shall state that Class Members who wish to exclude themselves from  
9 the Settlement must submit a written request for exclusion to the Settlement  
10 Administrator by the Response Deadline. The written request for exclusion  
11 must state that the Class Member wishes to exclude himself or herself from  
12 the Settlement and (1) must contain the name, address, and the last four digits  
13 of the Social Security number of the person requesting exclusion; (2) must be  
14 signed by the Class Member; (3) must be postmarked or fax stamped by the  
15 Response Deadline and returned to the Settlement Administrator at the  
16 specified address or fax telephone number; and (4) contain a typewritten or  
17 handwritten notice stating in substance that he or she wishes to be excluded  
18 from the settlement of the class action lawsuit entitled *Thomas v. Center for*  
19 *Elders' Independence*, currently pending in Superior Court of Alameda, Case  
20 No. 22CV024221. The request for exclusion will not be valid if it is not timely  
21 submitted, if it is not signed by the Class Member, or if it does not contain the  
22 name and address and last four digits of the Social Security number of the  
23 Class Member. The date of the postmark on the mailing envelope or fax stamp  
24 on the request for exclusion shall be the exclusive means used to determine  
25 whether the request for exclusion was timely submitted. Any Class Member  
26 who submits a timely request for exclusion shall be excluded from the

1 Settlement Class will not be entitled to an Individual Settlement Payment and  
2 will not be otherwise bound by the terms of the Settlement or have any right  
3 to object, appeal or comment thereon. However, any Class Member that  
4 submits a timely request for exclusion that is also a member of the Aggrieved  
5 Employees will still receive his/her pro rata share of the PAGA Settlement, as  
6 specified below, and in consideration, will be bound by the Release by the  
7 Aggrieved Employees as set forth herein. Settlement Class Members who fail  
8 to submit a valid and timely request for exclusion on or before the Response  
9 Deadline shall be bound by all terms of the Settlement and any final judgment  
10 entered in this Action if the Settlement is approved by the Court. No later than  
11 twenty-one (21) calendar days after the Response Deadline, the Settlement  
12 Administrator shall provide counsel for the Parties with a final list of the Class  
13 Members who have timely submitted timely requests for exclusion. At no time  
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage  
15 members of the Class to submit requests for exclusion from the Settlement.

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

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

12 L. Allocation of the Gross Settlement Amount. The Gross Settlement shall be allocated  
13 as follows:

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 for all Class  
18 Members. The respective Workweeks for each Class Member will be divided  
19 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
20 for each Class Member. Each Class Member's Payment Ratio will then be  
21 multiplied by the Net Settlement Amount to calculate each Class Member's  
22 estimated Individual Settlement Payments. Each Individual Settlement  
23 Payment will be reduced by any legally mandated employee tax withholdings  
24 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
25 Members who submit valid and timely requests for exclusion will be  
26 redistributed to Settlement Class Members who do not submit valid and timely

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-  
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
4 Parties' intention that this Settlement Agreement will not affect any rights,  
5 contributions, or amounts to which any Class Members may be entitled under  
6 any benefit plans.

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

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
20 and/or Aggrieved Employees' last known mailing address no later than thirty  
21 (30) days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employees does not cash his or her settlement check within 90  
26 days, the Settlement Administrator will send a letter to such persons, advising

1 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
2 Member and/or Aggrieved Employees to request reissuance in the event the  
3 check was destroyed, lost or misplaced. In the event an Individual Settlement  
4 Payment and/or Aggrieved Employees' individual share of the PAGA  
5 Penalties check has not been cashed within one hundred and eighty (180) days,  
6 all funds represented by such uncashed checks, plus any interest accrued  
7 thereon, shall be paid to the Community Law Project pursuant to California  
8 Code of Civil Procedure section 386.

- 9 9. Service Award. In addition to the Individual Settlement Payment as a  
10 Settlement Class Member and her individual share of the Aggrieved  
11 Employee Payment, Plaintiff will apply to the Court for an award of not more  
12 than \$5,000.00, as the Service Award. Defendant will not oppose a Service  
13 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator  
14 shall pay the Service Award, either in the amount stated herein if approved by  
15 the Court or some other amount as approved by the Court, to Plaintiff from  
16 the Gross Settlement Amount no later than thirty (30) days after the Funding  
17 Date. Any portion of the requested Service Award that is not awarded to the  
18 Class Representative shall be part of the Net Settlement Amount and shall be  
19 distributed to Settlement Class Members as provided in this Agreement. The  
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff  
21 for her Service Award. Plaintiff shall be solely and legally responsible to pay  
22 any and all applicable taxes on her Service Award and shall hold harmless the  
23 Released Parties from any claim or liability for taxes, penalties, or interest  
24 arising as a result of the Service Award. Approval of this Settlement shall not  
25 be conditioned on Court approval of the requested amount of the Service  
26 Award. If the Court reduces or does not approve the requested Service Award,

1 Plaintiff shall not have the right to revoke the Settlement, and it will remain  
2 binding.

3 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class  
4 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of  
5 the Gross Settlement Amount currently estimated to be \$323,333.33 *and*  
6 Attorneys' Expenses supported by declaration not to exceed Twenty-Five  
7 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and  
8 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any  
9 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are  
10 not awarded to Class Counsel shall be part of the Net Settlement Amount and  
11 shall be distributed to Settlement Class Members as provided in this  
12 Agreement. The Settlement Administrator shall allocate and pay the  
13 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later  
14 than thirty (30) days after the Funding Date. Class Counsel shall be solely  
15 and legally responsible to pay all applicable taxes on the payment made  
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
17 Form 1099 — MISC to Class Counsel for the payments made pursuant to this  
18 paragraph. In the event that the Court reduces or does not approve the  
19 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right  
20 to revoke the Settlement, or to appeal such order, and the Settlement will  
21 remain binding.

22 11. PAGA Penalties. Forty-Eight Thousand Five Hundred Dollars (\$48,500.00)  
23 shall be allocated from the Gross Settlement Amount for settlement of claims  
24 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA  
25 Penalties"). The Settlement Administrator shall pay the LWDA Payment,  
26 comprised of seventy-five percent (75%) of the PAGA Penalties (\$36,375.00),

1 to the California Labor and Workforce Development Agency no later than  
2 thirty (30) days after the Effective Date. The Aggrieved Employee Payment,  
3 comprised of twenty-five percent (25%) of the PAGA Penalties (\$12,125.00),  
4 will be distributed to the Aggrieved Employees as described in this  
5 Agreement. For purposes of distributing the Aggrieved Employee Payment,  
6 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
7 Employee Payment using the PAGA Payment Ratio as defined above.

8 12. Administration Costs. The Settlement Administrator shall be paid for the  
9 costs of administration of the Settlement from the Gross Settlement Amount.  
10 The estimate of the Administration Costs is \$9,000.00. The Settlement  
11 Administrator shall be paid the Administration Costs no later than thirty (30)  
12 days after the Effective Date.

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

22 1. Declaration by Settlement Administrator. No later than seven (7) days after  
23 the Response Deadline, the Settlement Administrator shall submit a  
24 declaration in support of Plaintiff's motion for final approval of this  
25 Settlement detailing the number of Notice Packets mailed and re-mailed to  
26 Class Members, the number of undeliverable Notice Packets, the number of

timely requests for exclusion, the full names of those Class Members who requested exclusion from the Settlement, the number of objections received, the amount of the average, highest, and lowest Individual Settlement Payments, the amount of the average, highest, and lowest Aggrieved Employee Payments, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

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

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

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

1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
2 Agreement among these Parties, and no oral or written representations, warranties or  
3 inducements have been made to any Party concerning this Agreement or its Exhibit  
4 other than the representations, warranties and covenants contained and memorialized  
5 in this Agreement and its Exhibit.

6 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
7 represent they are expressly authorized by the Parties whom they represent to negotiate  
8 this Agreement and to take all appropriate Action required or permitted to be taken by  
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
10 documents required to effectuate the terms of this Agreement. The persons signing  
11 this Agreement on behalf of Defendant represents and warrants that he/she is  
12 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
13 warrants that she is authorized to sign this Agreement and that she has not assigned  
14 any claim, or part of a claim, covered by this Settlement to a third-party.

15 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
16 press releases, initiate any contact with the press, respond to any press inquiry, or have  
17 any communication with the press about the fact, amount or terms of the Settlement  
18 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
19 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
20 Class Counsel from including publicly available information regarding this settlement  
21 in future judicial submissions regarding Class Counsel's qualifications and experience.  
22 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
23 for any marketing or promotional purposes, either before or after the Motion for  
24 Preliminary Approval is filed.

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

- 1 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
4 executed counterparts and each of them shall be deemed to be one and the same  
5 instrument provided that counsel for the Parties to this Agreement shall exchange  
6 among themselves copies or originals of the signed counterparts.
- 7 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
8 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
9 Settlement after extensive arms-length negotiations, taking into account all relevant  
10 factors, present and potential.
- 11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
12 respect to the interpretation, implementation, and enforcement of the terms of this  
13 Agreement and all orders and judgments entered in connection therewith, and the  
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
15 interpreting, implementing and enforcing the settlement and all orders and judgments  
16 entered in connection with this Agreement.
- 17 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
18 the Court shall first attempt to construe the provisions valid to the fullest extent  
19 possible consistent with applicable precedents so as to define all provisions of this  
20 Agreement valid and enforceable.
- 21 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
22 certification for purposes of this settlement only.
- 23 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
24 Released Class Claims have merit and give rise to liability on the part of Defendant.  
25 Defendant claims that the Released Class Claims have no merit and do not give rise to  
26 liability. This Agreement is a compromise of disputed claims. Nothing contained in

1 this Agreement and no documents referred to and no action taken to carry out this  
2 Agreement may be construed or used as an admission by or against the Defendant or  
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other  
4 than as may be specifically set forth herein, each Party shall be responsible for and  
5 shall bear its/his own attorney's fees and costs.

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

7  
8 DATED: Nov 30, 2023

  
Tamika Thomas (Nov 30, 2023 10:58 PST)

9 Tamika Thomas

10  
11 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

12  
13 DATED: 12/4/2023



CENTER FOR ELDER'S INDEPENDENCE

Robert F Scott

Printed Name

CHRO

Title

14  
15  
16  
17  
18 IT IS SO AGREED AS TO FORM BY COUNSEL:

19  
20 DATED: December 1, 2023

JCL LAW FIRM, A.P.C.

21 By: 

22 Attorneys for Plaintiff and the Settlement Class  
23 Members

24  
25  
26 DATED: December 1, 2023

ZAKAY LAW GROUP, APLC

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By: \_\_\_\_\_

Attorneys for Plaintiff and the Settlement Class  
Members

DATED: December 1, 2023

BERGER KAHN, A LAW CORPORATION

By: \_\_\_\_\_

Erin R. Ezra, Esq.

Walker Macon, Esq.

Attorneys for Defendant

# EXHIBIT A

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

*(Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>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 CEI as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                           |
| <b>Object</b>                                                       | <p>You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                       |

**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 Tamika Thomas ("Plaintiff") and Center for Elders' Independence. ("CEI"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by CEI and performed work in California during the period between December 7, 2019 through September 20, 2023 ("Class Period").

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

## **2. What is this class action lawsuit about?**

Plaintiff filed a Class Action Complaint against CEI in the Superior Court of the State of California, County of Alameda, Case No. 22CV024221 (the “Action”). Plaintiff’s second amended complaint asserts the following claims, including Plaintiff’s own individual claims: (1) Violation of California Business and Professions Code § 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (8) Failure to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]; (10) Discrimination on the basis of disability in violation of California Govt. Code §§ 12940, *et seq.*; (11) Failure to reasonably accommodate in violation of California Govt. Code §§ 12940, *et seq.*; (12) Failure to engage in a timely, good faith, interactive process in violation of California Govt. Code §§ 12940, *et seq.*; (13) Work environment harassment [Hostile Work Environment]; (14) Retaliation in violation of California Govt. Code §§ 12940, *et seq.*; and (15) Failure to prevent discrimination and harassment in violation of California Govt. Code §§ 12940, *et seq.* For convenience, this document refers to claims 1 through 9 as the “Class Claims” and claims 10 through 14 as “Plaintiff’s Individual Claims.”

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

On September 20, 2023, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on MONTH XX, 202X. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. CEI has agreed to pay an amount of Nine Hundred Seventy Thousand Dollars and Zero Cents (\$970,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$9,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$323,333.33 out of \$970,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$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 in the amount of Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be ordered 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 Penalties. A payment of Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$12,125.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$36,375.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from CEI.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by CEI and performed work in California during the PAGA Period. The PAGA Period means the period between December 20, 2021, to September 20, 2023.

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

Tax Matters. Twenty percent (20%) 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. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor CEI's counsel intend anything

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

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

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

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by CEI, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by CEI, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. "Released Parties" means CEI, including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders' Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

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 CEI for the claims 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?**

CEI's records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period (December 7, 2019 to September 20, 2023).

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

CEI's records reflect that you have <<\_\_\_\_>> pay periods worked during the PAGA Period (December 20, 2021 to September 20, 2023).

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

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

#### **6. How can I get a payment?**

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the 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 Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas v. Center for Elders' Independence*, currently pending in Superior Court of Alameda, Case No. 22CV024221. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221*. 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** [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

E-Mail: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for CEI:**

Erin R. Ezra, Esq.

Walker Macon, Esq.

Berger Kahn, A Law Corporation

1 Spectrum Pointe Dr., Suite 340

Lake Forest, CA 92630

Tel.: (949) 614-0100

Fax: (949) 771-1922

E-Mail: [eezra@bergerkahn.com](mailto:eezra@bergerkahn.com)

E-Mail : [wmacon@bergerkahn.com](mailto:wmacon@bergerkahn.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 [REDACTED], at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. 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. The Court may reschedule this hearing 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 ***Thomas v. Center for Elders' Independence, currently pending in Alameda County Superior Court Case No. 22CV024221***, Settlement Administrator, c/o Apex Class Action Settlement Administration.

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

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

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

# **EXHIBIT 4**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo Johnson (State Bar #343881)  
Perssia Razma (State Bar #351398)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
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San Diego, CA 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,  
a California corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No. 22CV024221

~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT

Date: January 30, 2024  
Time: 1:30 p.m.  
Reservation ID: 628376307502

Judge: Hon. Noël Wise  
Dept.: 21

**FILED**  
**ALAMEDA COUNTY**

FEB 01 2024

CLERK OF THE SUPERIOR COURT

By

*Nicole Hall*

1 This matter having come before the Honorable Judge Evelio Grillo of the Superior Court of the  
2 State of California, in and for the County of Alameda, at 1:30 p.m. on January 30, 2024, with Jean-  
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,  
4 APLC as counsel for plaintiff TAMIKA R. THOMAS ("Plaintiff"), and Erin R. Ezra, Esq. and Walker  
5 Macon, Esq. of Berger Kahn, A Law Corporation appearing for defendant CENTER FOR ELDER'S  
6 INDEPENDENCE (hereinafter "Defendant"). The Court, having carefully considered the brief,  
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby  
8 GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
18 Defendant shall pay is Nine Hundred, Seventy Thousand Dollars and Zero Cents (\$970,000.00). It  
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and  
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation  
21 relating to certification, liability, and damages issues. It further appears that investigation and research  
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective  
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional  
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further  
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of  
26 intensive, serious, and non-collusive arms-length negotiations.

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

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

5 5. Plaintiff seeks a payment for Attorneys' Fees in the amount of up-to one-third of the  
6 Gross Settlement Amount, currently estimated at Three Hundred Twenty-Three Thousand, Three  
7 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$323,333.33), an award of Attorneys' Expenses  
8 not to exceed Twenty-Five Thousand Dollars (\$25,000), and proposed Service Award to the Class  
9 Representative, Tamika Thomas, in an amount not to exceed Five Thousand Dollars (\$5,000). While  
10 these awards appear to be within the range of reasonableness, the Court will not approve the Attorneys'  
11 Fees, Attorneys' Expenses, or Service Award until the Final Approval Hearing.

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

16 "All non-exempt employees who are or previously were employed by  
17 Defendant and performed work in California during the period of December  
18 7, 2019 to September 20, 2023 (the "Class Period")."

19 7. The Court concludes that, for settlement purposes only, the Class meets the requirements  
20 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
21 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
22 common questions of law and fact predominate, and there is a well-defined community of interest  
23 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
24 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
25 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
26 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
27 to act as counsel for the Class Representative in her individual capacity and as the representative of the  
28 Class Members.

1           8.     The Court provisionally appoints plaintiff TAMIKA THOMAS as the representative of  
2 the Class.

3           9.     The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
4 A.P.C., and Shani Zakay, Esq., of the Zakay Law Group, APLC, as Class Counsel for the Class  
5 Members.

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

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

24           12.    The Court hereby preliminarily approves the proposed procedure for exclusion from the  
25 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
26 Settlement as provided in the Notice by following the instructions for requesting exclusion from the  
27 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be  
28 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date

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

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

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

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

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

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

14 17. Pending final determination of whether the Settlement should be approved, Class  
15 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
16 intervening in, instigating or in any way participating in the commencement or prosecution of any  
17 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
18 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely  
19 request for exclusion pursuant to the Agreement.

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

23  
24 Dated: 2/1/24

  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

TAMIKA R. THOMAS, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDERS' INDEPENDENCE,  
a California corporation; and DOES 1 through  
50, Inclusive,

Defendants.

Case No.: 22CV024221

[Action Filed December 20, 2022]

**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 Release  
2 of Claims is entered into by and between Plaintiff TAMIKA THOMAS (hereinafter "Plaintiff"), an  
3 individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State  
4 of California and the Aggrieved Employees, and Defendant CENTER FOR ELDERS'  
5 INDEPENDENCE (hereinafter "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Thomas v. Center*  
8 *for Elders' Independence*, Alameda County Superior Court, Case No. 22CV024221,  
9 filed December 20, 2022.
- 10 B. "Administration Costs" shall mean the amount paid to the Settlement Administrator  
11 from the Gross Settlement Amount for administering the Settlement pursuant to this  
12 Agreement currently estimated not to exceed \$9,000.00.
- 13 C. "Aggrieved Employees" means all non-exempt employees who are or previously  
14 were employed by Defendant and performed work in California during the period of  
15 December 20, 2021 to September 20, 2023 (the "PAGA Period").
- 16 D. "Aggrieved Employee Payment" means 25% of the PAGA Penalties allocated to the  
17 Aggrieved Employees.
- 18 E. "Agreement" or "Settlement Agreement" means this First Amended Stipulation of  
19 Settlement of Class and PAGA Action and Release of Claims.
- 20 F. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be  
21 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 22 G. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to  
23 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
24 Class in the Action, not to exceed one-third of the Gross Settlement Amount,  
25 currently estimated to be \$323,333.33 out of \$970,000.00. Attorneys' Fees will be  
26

divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. "Class" or the "Class Members" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of December 7, 2019 to September 20, 2023 (the "Class Period").

I. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

J. "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.

K. "Class Period" means the period beginning December 7, 2019 to September 20, 2023.

L. "Class Representative" shall mean plaintiff Tamika Thomas.

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

N. "Defendant" shall mean Center for Elders' Independence, Inc., including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders' Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

O. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective

1 date of final approval will be twenty (20) days after the appeal is withdrawn or after  
2 an appellate decision affirming the final approval decision becomes final.

3 P. "Funding Date" shall be sixty (60) calendar days after the Effective date and is the  
4 date by which Defendant has paid the entire Gross Settlement Amount to the Claims  
5 Administrator in accord with the terms of this Agreement.

6 Q. "Gross Settlement Amount" means Nine Hundred, Seventy Thousand Dollars and  
7 Zero Cents (\$970,000.00) that Defendant must pay into the Qualified Settlement Fund  
8 (QSF) in connection with this Settlement, inclusive of the sum of Administration  
9 Costs, Attorneys' Fees, Attorneys' Expenses, Service Award, and the PAGA  
10 Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered by any  
11 payment under this Settlement. The Gross Settlement Amount shall be all-in with no  
12 reversion to Defendant.

13 R. "Individual Settlement Payments" means the amount payable from the Net Settlement  
14 Amount to each Settlement Class Member and excludes any amounts distributed to  
15 Aggrieved Employees pursuant to PAGA.

16 S. "LWDA Payment" means 75% of the PAGA Penalties allocated to the Labor and  
17 Workforce Development Agency.

18 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
19 Attorneys' Fees, Attorneys' Expenses, Service Award, PAGA Penalties, and  
20 Administration Costs.

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

24 V. "Operative Complaint" shall mean the Second Amended Complaint filed on March  
25 27, 2023.

- 1 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
2 Labor Code § 2698 *et seq.*
- 3 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
4 for each Aggrieved Employee divided by the sum total of the Pay Periods for all  
5 Aggrieved Employees during the PAGA Period.
- 6 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
7 Employee Payment, as defined herein, means the number of pay periods of  
8 employment during the PAGA Period that each Aggrieved Employee worked in  
9 California.
- 10 Z. "PAGA Period" means the period beginning December 20, 2021 to September 20,  
11 2023.
- 12 AA. "PAGA Penalties" shall mean Forty-Eight Thousand and Five Hundred Dollars  
13 (\$48,500.00) to be allocated from the Gross Settlement Amount, with 25% of the  
14 payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and  
15 75% of the payment going to the Labor and Workforce Development Agency  
16 ("LWDA Payment"). The amount of the PAGA Penalties is subject to Court approval  
17 pursuant to California Labor Code section 2699(l). Any reallocation of the Gross  
18 Settlement Amount to increase the PAGA Penalties will not constitute grounds by  
19 either party to void this Agreement, so long as the Gross Settlement Amount remains  
20 the same.
- 21 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
22 Plaintiff or Defendant, individually.
- 23 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided  
24 by the sum total Workweeks for all Class Members.
- 25 DD. "Plaintiff" shall mean Tamika Thomas.
- 26

- 1 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 FF. "Released Class Claims" shall mean all class claims alleged, or reasonably could have  
4 been alleged based on the facts alleged in the Operative Complaint in the Action  
5 which occurred during the Class Period, and expressly excluding all other claims,  
6 including claims for vested benefits, wrongful termination, unemployment insurance,  
7 disability, social security, workers' compensation, and class claims outside of the  
8 Class Period.
- 9 GG. "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's Amended  
10 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly  
11 excluding all other claims, including claims for vested benefits, wrongful termination,  
12 unemployment insurance, disability, social security, workers' compensation, and  
13 PAGA claims outside of the PAGA Period.
- 14 HH. "Released Parties" shall mean Defendant.
- 15 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
16 Administrator mails Notice Packets to Class Members and the last date on which  
17 Class Members may submit requests for exclusion or objections to the Settlement.
- 18 JJ. "Service Award" means an award in the amount of \$5,000 or in an amount that the  
19 Court otherwise orders to be paid to the Class Representative, in addition to her  
20 Individual Settlement Payment and her individual Aggrieved Employee Payment, in  
21 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 22 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 23 LL. "Settlement Administrator" means Apex Class Action Settlement Administration, 18  
24 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: (949)878-  
25 3536. The Settlement Administrator establishes, designates and maintains, as a QSF  
26 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 interest-bearing account(s) segregated from the assets of Defendant and any person related to Defendant. *Any accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment. Interest paid to Settlement Class Members will not increase the Gross Settlement Amount or otherwise burden Defendant in any way.*

MM. "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.

NN. "Workweeks" shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and received any form of compensation from Defendant.

## II. RECITALS

A. On December 20, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On December 20, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);

7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*);

8. Failure to Reimburse for Required Expenses (Labor Code § 2802);

C. On February 8, 2023, Plaintiff filed her First Amended Complaint, alleging additional claims for:

1. Discrimination on the Basis of Disability (California Govt. Code §§ 12940, *et seq.*);

2. Failure to Reasonably Accommodate (California Govt. Code §§ 12940, *et seq.*);

3. Failure to Engage in a Timely, Good Faith, Interactive Process (California Govt. Code §§ 12940, *et seq.*);

4. Work Environment Harassment (Hostile Work Environment);

5. Retaliation (California Govt. Code §§ 12940, *et seq.*);

6. Failure to Prevent Discrimination and Harassment (California Govt. Code §§ 12940, *et seq.*).

D. On March 27, 2023, Plaintiff filed her Second Amended Complaint, adding a claim of Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) and amending the alleged Class Period to December 7, 2019 to present.

E. On January 17, 2024, Plaintiff filed an Amended PAGA Notice of Violations with the LWDA to include allegations for violations of California Labor Code section 1194.2.

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

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

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

23 I. On September 20, 2023, the Parties participated in mediation presided over by  
24 Honorable Brian C. Walsh (Ret.), a retired judge and experienced mediator of wage  
25 and hour class and PAGA actions. The mediation concluded with a settlement, which  
26 was subsequently memorialized in the form of a Memorandum of Understanding.

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

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

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

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

20 **III. TERMS OF AGREEMENT**

21 A. Settlement Consideration and Settlement Payments by Defendant.

- 22 1. Settlement Consideration. In full and complete settlement of the Action, and  
23 in exchange for the releases set forth below, Defendant will pay the sum of  
24 the Individual Settlement Payments, the Service Award, the Attorneys' Fees  
25 and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as  
26 specified in this Agreement, equal to the Gross Settlement Amount of Nine

1 Hundred, Seventy Thousand Dollars (\$970,000.00). The Parties agree that this  
2 is a non-reversionary Settlement and that no portion of the Gross Settlement  
3 Amount shall revert to Defendant. Other than the Defendant's share of  
4 employer payroll taxes and as provided in Section III.A.2 below, Defendant  
5 shall not be required to pay more than the Gross Settlement Amount.

- 6 2. Class Size. Defendant represents that the Settlement Class was comprised of  
7 475 Class Members who collectively worked approximately 48,530  
8 workweeks ("Projected Workweeks") during the Class Period. One week  
9 prior to the filing of the motion for Preliminary Approval, the Settlement  
10 Administrator will provide Class Counsel with a declaration under penalty of  
11 perjury confirming the number of applicable Class Members and workweeks  
12 they worked during the Class Period. No later than thirty (30) days after  
13 execution of this Settlement Agreement, Defendant will provide the  
14 Settlement Administrator with the Class Data in order to ensure the Settlement  
15 Administrator has sufficient time to prepare the foregoing declaration prior to  
16 the filing of the motion for Preliminary Approval. If the Projected Workweeks  
17 increase by more than 10% of the estimated stated herein, the Gross  
18 Settlement Amount shall increase proportionally for the number of  
19 workweeks over 110% of the 48,530 Projected Workweeks (53,383). For  
20 example, if the total workweeks in the Class Period are 115% of 48,530, the  
21 Gross Settlement Amount shall increase by 5%. Alternatively, Defendant has  
22 the option of shortening the class period end date to where total workweeks  
23 do not exceed 48,530. Defendant will provide a declaration under penalty of  
24 perjury confirming the number of applicable Class Members, Aggrieved  
25 Employees, PAGA Pay Periods, and workweeks they worked during the  
26 applicable Class Period three business days prior to Plaintiff's deadline to file

her motion for preliminary approval of the settlement.

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

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

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

C. Release by Plaintiff and the LWDA. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

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

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally 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, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement 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;

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

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

4. If nullification is caused by the fault of one Party and not the other, the responsible Party shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of 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, 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.

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

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

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

I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court's setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator

responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**, including Spanish translation. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the

1 Class Period and PAGA Period, if any, and the estimated amount of  
2 their Individual Settlement Payment if they do not request to be  
3 excluded from the Settlement and each Aggrieved Employees' share  
4 of the Aggrieved Employment Payment, if any. The Settlement  
5 Administrator shall use the Class Data to determine Class Members'  
6 Workweeks and PAGA Workweeks. The Notice will also advise the  
7 Aggrieved Employees that they will release the Released PAGA  
8 Claims and will receive their share of the Aggrieved Employee  
9 Payment regardless of whether they request to be excluded from the  
10 Settlement.

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

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

1           4.    Undeliverable Notices. Any Notice Packets returned to the Settlement  
2           Administrator as non-delivered on or before the Response Deadline shall be  
3           re-mailed to any forwarding address provided. If no forwarding address is  
4           provided, the Settlement Administrator shall promptly attempt to determine a  
5           correct address by lawful use of skip-tracing, or other search using the name,  
6           address and/or Social Security number of the Class Member involved, and  
7           shall then perform a re-mailing, if the Settlement Administrator identifies  
8           another mailing address. In addition, if any Notice Packets, which are  
9           addressed to Class Members who are currently employed by Defendant, are  
10          returned to the Settlement Administrator as non-delivered and no forwarding  
11          address is provided, the Settlement Administrator shall notify Defendant.  
12          Defendant will request that the currently employed Class Member provide a  
13          corrected address and transmit to the Administrator any corrected address  
14          provided by the Class Member. Class Members who received a re-mailed  
15          Notice Packet shall have their Response Deadline extended fifteen (15) days  
16          from the original Response Deadline.

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

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

7           7.    Exclusions. The Notice of Class Action Settlement contained in the Notice  
8           Packet shall state that Class Members who wish to exclude themselves from  
9           the Settlement must submit a written request for exclusion to the Settlement  
10          Administrator by the Response Deadline. The written request for exclusion  
11          must state that the Class Member wishes to exclude himself or herself from  
12          the Settlement and (1) must contain the name, address, and the last four digits  
13          of the Social Security number of the person requesting exclusion; (2) must be  
14          signed by the Class Member; (3) must be postmarked or fax stamped by the  
15          Response Deadline and returned to the Settlement Administrator at the  
16          specified address or fax telephone number; and (4) contain a typewritten or  
17          handwritten notice stating in substance that he or she wishes to be excluded  
18          from the settlement of the class action lawsuit entitled *Thomas v. Center for*  
19          *Elders' Independence*, currently pending in Superior Court of Alameda, Case  
20          No. 22CV024221. The request for exclusion will not be valid if it is not timely  
21          submitted, if it is not signed by the Class Member, or if it does not contain the  
22          name and address and last four digits of the Social Security number of the  
23          Class Member. The date of the postmark on the mailing envelope or fax stamp  
24          on the request for exclusion shall be the exclusive means used to determine  
25          whether the request for exclusion was timely submitted. Any Class Member  
26          who submits a timely request for exclusion shall be excluded from the

1 Settlement Class will not be entitled to an Individual Settlement Payment and  
2 will not be otherwise bound by the terms of the Settlement or have any right  
3 to object, appeal or comment thereon. However, any Class Member that  
4 submits a timely request for exclusion that is also a member of the Aggrieved  
5 Employees will still receive his/her pro rata share of the PAGA Settlement, as  
6 specified below, and in consideration, will be bound by the Release by the  
7 Aggrieved Employees as set forth herein. Settlement Class Members who fail  
8 to submit a valid and timely request for exclusion on or before the Response  
9 Deadline shall be bound by all terms of the Settlement and any final judgment  
10 entered in this Action if the Settlement is approved by the Court. No later than  
11 twenty-one (21) calendar days after the Response Deadline, the Settlement  
12 Administrator shall provide counsel for the Parties with a final list of the Class  
13 Members who have timely submitted timely requests for exclusion. At no time  
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage  
15 members of the Class to submit requests for exclusion from the Settlement.

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

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

12 L. Allocation of the Gross Settlement Amount. The Gross Settlement shall be allocated  
13 as follows:

- 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 for all Class  
18 Members. The respective Workweeks for each Class Member will be divided  
19 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
20 for each Class Member. Each Class Member's Payment Ratio will then be  
21 multiplied by the Net Settlement Amount to calculate each Class Member's  
22 estimated Individual Settlement Payments. Each Individual Settlement  
23 Payment will be reduced by any legally mandated employee tax withholdings  
24 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
25 Members who submit valid and timely requests for exclusion will be  
26 redistributed to Settlement Class Members who do not submit valid and timely

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-  
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
4 Parties' intention that this Settlement Agreement will not affect any rights,  
5 contributions, or amounts to which any Class Members may be entitled under  
6 any benefit plans.

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

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
20 and/or Aggrieved Employees' last known mailing address no later than thirty  
21 (30) days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employees does not cash his or her settlement check within 90  
26 days, the Settlement Administrator will send a letter to such persons, advising

1 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
2 Member and/or Aggrieved Employees to request reissuance in the event the  
3 check was destroyed, lost or misplaced. In the event an Individual Settlement  
4 Payment and/or Aggrieved Employees' individual share of the PAGA  
5 Penalties check has not been cashed within one hundred and eighty (180) days,  
6 all funds represented by such uncashed checks, plus any interest accrued  
7 thereon, shall be paid to the Legal Assistance for Seniors, Inc. pursuant to  
8 California Code of Civil Procedure section 386.

- 9 9. Service Award. In addition to the Individual Settlement Payment as a  
10 Settlement Class Member and her individual share of the Aggrieved  
11 Employee Payment, Plaintiff will apply to the Court for an award of not more  
12 than \$5,000.00, as the Service Award. Defendant will not oppose a Service  
13 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator  
14 shall pay the Service Award, either in the amount stated herein if approved by  
15 the Court or some other amount as approved by the Court, to Plaintiff from  
16 the Gross Settlement Amount no later than thirty (30) days after the Funding  
17 Date. Any portion of the requested Service Award that is not awarded to the  
18 Class Representative shall be part of the Net Settlement Amount and shall be  
19 distributed to Settlement Class Members as provided in this Agreement. The  
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff  
21 for her Service Award. Plaintiff shall be solely and legally responsible to pay  
22 any and all applicable taxes on her Service Award and shall hold harmless the  
23 Released Parties from any claim or liability for taxes, penalties, or interest  
24 arising as a result of the Service Award. Approval of this Settlement shall not  
25 be conditioned on Court approval of the requested amount of the Service  
26 Award. If the Court reduces or does not approve the requested Service Award,

1 Plaintiff shall not have the right to revoke the Settlement, and it will remain  
2 binding.

3 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class  
4 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of  
5 the Gross Settlement Amount currently estimated to be \$323,333.33 **and**  
6 Attorneys' Expenses supported by declaration not to exceed Twenty-Five  
7 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and  
8 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any  
9 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are  
10 not awarded to Class Counsel shall be part of the Net Settlement Amount and  
11 shall be distributed to Settlement Class Members as provided in this  
12 Agreement. The Settlement Administrator shall allocate and pay the  
13 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later  
14 than thirty (30) days after the Funding Date. Class Counsel shall be solely  
15 and legally responsible to pay all applicable taxes on the payment made  
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
17 Form 1099 — MISC to Class Counsel for the payments made pursuant to this  
18 paragraph. In the event that the Court reduces or does not approve the  
19 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right  
20 to revoke the Settlement, or to appeal such order, and the Settlement will  
21 remain binding.

22 11. PAGA Penalties. Forty-Eight Thousand Five Hundred Dollars (\$48,500.00)  
23 shall be allocated from the Gross Settlement Amount for settlement of claims  
24 for civil penalties under the Private Attorneys General Act of 2004 ("PAGA  
25 Penalties"). The Settlement Administrator shall pay the LWDA Payment,  
26 comprised of seventy-five percent (75%) of the PAGA Penalties (\$36,375.00),

1 to the California Labor and Workforce Development Agency no later than  
2 thirty (30) days after the Effective Date. The Aggrieved Employee Payment,  
3 comprised of twenty-five percent (25%) of the PAGA Penalties (\$12,125.00),  
4 will be distributed to the Aggrieved Employees as described in this  
5 Agreement. For purposes of distributing the Aggrieved Employee Payment,  
6 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
7 Employee Payment using the PAGA Payment Ratio as defined above.

- 8 12. Administration Costs. The Settlement Administrator shall be paid for the  
9 costs of administration of the Settlement from the Gross Settlement Amount.  
10 The estimate of the Administration Costs is \$9,000.00. The Settlement  
11 Administrator shall be paid the Administration Costs no later than thirty (30)  
12 days after the Effective Date.

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

- 22 1. Declaration by Settlement Administrator. No later than seven (7) days after  
23 the Response Deadline, the Settlement Administrator shall submit a  
24 declaration in support of Plaintiff's motion for final approval of this  
25 Settlement detailing the number of Notice Packets mailed and re-mailed to  
26 Class Members, the number of undeliverable Notice Packets, the number of

1 timely requests for exclusion, the full names of those Class Members who  
2 requested exclusion from the Settlement, the number of objections received,  
3 the amount of the average, highest, and lowest Individual Settlement  
4 Payments, the amount of the average, highest, and lowest Aggrieved  
5 Employee Payments, the Administration Costs, and any other information as  
6 the Parties mutually agree or the Court orders the Settlement Administrator to  
7 provide.

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

12 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
13 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
14 Final Approval, including the Order Granting Final Approval of Class Action  
15 Settlement, and Judgment before filing with the Court. The Parties and their counsel  
16 will cooperate with each other and use their best efforts to affect the Court's approval  
17 of the Motions for Preliminary and Final Approval of the Settlement, and entry of  
18 Judgment.

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

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

24 Q. Amendment or Modification. This Agreement may be amended or modified only by  
25 a written instrument signed by counsel for all Parties or their successors-in-interest.  
26

1 R. Entire Agreement. Except for Plaintiff's separate individual settlement agreement  
2 with Defendant, which resolve Plaintiff's individual claims and shall not affect this  
3 Agreement in any way, this Agreement and any attached Exhibit constitute the entire  
4 Agreement among these Parties, and no oral or written representations, warranties or  
5 inducements have been made to any Party concerning this Agreement or its Exhibit  
6 other than the representations, warranties and covenants contained and memorialized  
7 in this Agreement and its Exhibit.

8 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
9 represent they are expressly authorized by the Parties whom they represent to negotiate  
10 this Agreement and to take all appropriate Action required or permitted to be taken by  
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
12 documents required to effectuate the terms of this Agreement. The persons signing  
13 this Agreement on behalf of Defendant represents and warrants that he/she is  
14 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
15 warrants that she is authorized to sign this Agreement and that she has not assigned  
16 any claim, or part of a claim, covered by this Settlement to a third-party.

17 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
18 press releases, initiate any contact with the press, respond to any press inquiry, or have  
19 any communication with the press about the fact, amount or terms of the Settlement  
20 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
21 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
22 Class Counsel from including publicly available information regarding this settlement  
23 in future judicial submissions regarding Class Counsel's qualifications and experience.  
24 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
25 for any marketing or promotional purposes, either before or after the Motion for  
26 Preliminary Approval is filed.

- 1 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
6 executed counterparts and each of them shall be deemed to be one and the same  
7 instrument provided that counsel for the Parties to this Agreement shall exchange  
8 among themselves copies or originals of the signed counterparts.
- 9 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
10 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
11 Settlement after extensive arms-length negotiations, taking into account all relevant  
12 factors, present and potential.
- 13 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
14 respect to the interpretation, implementation, and enforcement of the terms of this  
15 Agreement and all orders and judgments entered in connection therewith, and the  
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
17 interpreting, implementing and enforcing the settlement and all orders and judgments  
18 entered in connection with this Agreement.
- 19 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
20 the Court shall first attempt to construe the provisions valid to the fullest extent  
21 possible consistent with applicable precedents so as to define all provisions of this  
22 Agreement valid and enforceable.
- 23 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
24 certification for purposes of this settlement only.
- 25 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
26 Released Class Claims have merit and give rise to liability on the part of Defendant.

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

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

DATED: 01/22/2024

  
Tamika Thomas / Jan 22, 2024 08:49 PST

Tamika Thomas

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 1/22/2024

  
CENTER FOR ELDERS' INDEPENDENCE

Robert F Scott

Printed Name

EVP and CHRO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: January 22, 2024

JCL LAW FIRM, A.P.C.

By:

  
Attorneys for Plaintiff and the Settlement Class Members

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DATED: January 22, 2024

ZAKAY LAW GROUP, APLC

By:  \_\_\_\_\_

Attorneys for Plaintiff and the Settlement Class  
Members

DATED: January 22, 2024

BERGER KAHN, A LAW CORPORATION

By:  \_\_\_\_\_

Erin R. Ezra, Esq.

Walker Macon, Esq.

Attorneys for Defendant

# EXHIBIT A

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

*(Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt; __ &gt;&gt;. See the explanation below.</b></p> <p>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 CEI as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                     |
| <b>Object</b>                                                       | <p>You may object by writing to the Court about why you believe the settlement should not be approved or by appearing in court.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                 |

**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 Tamika Thomas ("Plaintiff") and Center for Elders' Independence. ("CEI"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by CEI and performed work in California during the period between December 7, 2019 through September 20, 2023 ("Class Period").

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

## **2. What is this class action lawsuit about?**

Plaintiff filed a Class Action Complaint against CEI in the Superior Court of the State of California, County of Alameda, Case No. 22CV024221 (the “Action”). Plaintiff’s second amended complaint asserts the following claims, including Plaintiff’s own individual claims: (1) Violation of California Business and Professions Code § 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failure to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (8) Failure to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]; (10) Discrimination on the basis of disability in violation of California Govt. Code §§ 12940, *et seq.*; (11) Failure to reasonably accommodate in violation of California Govt. Code §§ 12940, *et seq.*; (12) Failure to engage in a timely, good faith, interactive process in violation of California Govt. Code §§ 12940, *et seq.*; (13) Work environment harassment [Hostile Work Environment]; (14) Retaliation in violation of California Govt. Code §§ 12940, *et seq.*; and (15) Failure to prevent discrimination and harassment in violation of California Govt. Code §§ 12940, *et seq.* For convenience, this document refers to claims 1 through 9 as the “Class Claims” and claims 10 through 14 as “Plaintiff’s Individual Claims.”

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

On September 20, 2023, the Parties reached an agreement to resolve the action, including a settlement of the Class Claims and a separate settlement of Plaintiff’s Individual Claims. The Court granted preliminary approval of the Settlement on MONTH XX, 202X. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## **3. What are the terms of the Settlement?**

Gross Settlement Amount. CEI has agreed to pay an amount of Nine Hundred Seventy Thousand Dollars and Zero Cents (\$970,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Administration Costs. The amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement currently estimated not to exceed \$9,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Expenses. An award of Attorneys' Fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$323,333.33 out of \$970,000.00 and an award Attorneys' Expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred up to \$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 in the amount of Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be ordered 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 Penalties. A payment of Forty-Eight Thousand and Five Hundred Dollars (\$48,500.00) to be allocated from the Gross Settlement Amount, relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), with 25% of the payment (\$12,125.00) going to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment (\$36,375.00) going to the State of California's Labor and Workforce Development Agency ("LWDA Payment")
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed and receives any form of compensation from CEI.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by CEI and performed work in California during the PAGA Period. The PAGA Period means the period between December 20, 2021, to September 20, 2023.

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

Tax Matters. Twenty percent (20%) 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. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor CEI's counsel intend anything

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

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

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

**4. What Do I Release Under the Settlement?**

**Released Class Claims.** Upon entry of final judgment and funding in full of the Gross Settlement Amount by CEI, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by CEI, Plaintiff, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's PAGA Amended 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. "Released Parties" means CEI, including past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of Center for Elders' Independence, Inc.'s current and former directors, officers, employees, partners, agents, representatives, and attorneys and all persons acting under, by, through, or in concert with any of them.

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 CEI for the claims 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?**

CEI's records reflect that you have <<\_\_\_\_>> Workweeks worked during the Class Period (December 7, 2019 to September 20, 2023).

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

CEI's records reflect that you have <<\_\_\_\_>> pay periods worked during the PAGA Period (December 20, 2021 to September 20, 2023).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address

provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### **6. How can I get a payment?**

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the 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 Apex Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas v. Center for Elders' Independence*, currently pending in Superior Court of Alameda, Case No. 22CV024221. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Thomas v. Center for Elders' Independence, Alameda County Superior Court Case No. 22CV024221*. 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 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

E-Mail: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for CEI:**

Erin R. Ezra, Esq.

Walker Macon, Esq.

Berger Kahn, A Law Corporation

1 Spectrum Pointe Dr., Suite 340

Lake Forest, CA 92630

Tel.: (949) 614-0100

Fax: (949) 771-1922

E-Mail: [eezra@bergerkahn.com](mailto:eezra@bergerkahn.com)

E-Mail : [wmacon@bergerkahn.com](mailto:wmacon@bergerkahn.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, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. 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. The Court may reschedule this hearing 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 *Thomas v. Center for Elders' Independence*, currently pending in Alameda County Superior Court Case No. 22CV024221, Settlement Administrator, c/o Apex Class Action Settlement Administration.

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

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Legal Assistance for Seniors, Inc. a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

|                                                                                                      |                                                                                                          |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA<br/>COUNTY OF ALAMEDA</b></p>                      | <p align="center">Reserved for Clerk's File Stamp</p>                                                    |
| <p>COURTHOUSE ADDRESS:<br/>Rene C. Davidson Courthouse<br/>1225 Fallon Street, Oakland, CA 94612</p> | <p align="center"><b>FILED</b><br/>Superior Court of California<br/>County of Alameda<br/>02/01/2024</p> |
| <p>PLAINTIFF/PETITIONER:<br/>Tamika Thomas</p>                                                       | <p>Chad Finke, Executive Officer / Clerk of the Court<br/>By: <u>Nicole Hall</u> Deputy<br/>N. Hall</p>  |
| <p>DEFENDANT/RESPONDENT:<br/>CENTER FOR ELDER'S INDEPENDENCE</p>                                     |                                                                                                          |
| <p align="center"><b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL<br/>PROCEDURE 1010.6</b></p>    | <p>CASE NUMBER:<br/>22CV024221</p>                                                                       |

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the ORDER GRANTING PLAINTIFFS MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Jean Claude Lapuyade  
JCL Law Firm  
jlapuyade@jcl-lawfirm.com

ERIN R. EZRA  
BERGER KAHN, A Law Corporation  
eezra@bergerkahn.com

Dated: 02/01/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

*Nicole Hall*

N. Hall, Deputy Clerk

# **EXHIBIT 5**

## Jennifer Heming

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**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Tuesday, December 5, 2023 9:42 AM  
**To:** Jennifer Heming  
**Subject:** Thank you for your Proposed Settlement Submission

12/05/2023 09:41:09 AM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 6**

# **EXHIBIT 7**

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

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

**Honors:**

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

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

**Biography:**

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

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

**Education:**

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

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

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

Honors:

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

REPORTED CASES

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

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

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

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

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

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);