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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 1-50,
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 ACTION
SETTLEMENT**

Date: December 29, 2023

Time: 9:00 a.m.

Reservation ID: 628376307502

Judge: Hon. Evelio Grillo

Dept.: 21

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

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

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

9 **I. EXHIBITS**

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

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

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
19 administration submitted by Apex Class Action LLC in the amount of \$8,990.

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

23 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the Agreement and General
24 Release ("Plaintiff's Individual Settlement Agreement").

25 **II. INTRODUCTION**

26 8. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
27 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
28 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is

1 particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
2 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
3 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
4 denied or of Defendant prevailing at trial. Given that there are approximately 486 Class Members, *the*
5 *average gross recovery is approximately \$1,150.54* (Net Settlement Amount divided by Class
6 Members).

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

12 **III. FACTS AND PROCEDURE**

13 **A. Overview of the Litigation**

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

23 11. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
24 provide compliant meal and rest periods, failed to pay overtime, meal premiums, and sick pay at the
25 correct regular rate of pay, failed to reimburse for mandatory business expenses, failed to furnish
26 accurate itemized wage statements, and failed to pay all wages when due. Defendant forcefully denies
27 liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
28 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including

1 but not limited to, facially compliant meal and rest period policies, compliant wage statements, and
2 timely payment all wages due upon separation of employment.

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

9 13. On December 20, 2022, Plaintiff filed a class action complaint in the Alameda Superior
10 Court, Case Number 22CV024221 (“Action”). The Action alleged eight causes of action against
11 Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§
12 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and
13 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*; (4)
14 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure
15 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to
16 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure to Provide
17 Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; and (8) Failure to Reimburse
18 Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

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

22 15. On February 8, 2023, Plaintiff filed a first amended complaint alleging additional causes
23 of action for (9) Discrimination on the Basis of Disability in Violation of California Govt. Cod §§
24 12940, *et seq.*; (10) Failure to Reasonably Accommodate in Violation of California Govt. Code §§
25 12940, *et seq.*; (11) Failure to Engage in a Timely, Good Faith Interactive Process in Violation of
26 California Govt. Code §§ 12940, *et seq.*; (12) Work Environment Harassment; (13) Retaliation in
27 Violation of California Govt. Code §§ 12940, *et seq.*; and (14) Failure to Prevent Discrimination and
28 Harassment in Violation of California Govt. Code §§ 12940, *et seq.* (“Plaintiff’s Individual Claims”).

1 16. On March 27, 2023, Plaintiff filed a second amended complaint alleging an additional
2 cause of action for violations of PAGA.

3 17. Plaintiff propounded written discovery in January of 2023. Prior to responding to written
4 discovery, the Parties agreed to mediate the Action with Hon. Brian C. Walsh (Ret.), a retired judge and
5 experienced wage and hour mediator. In anticipation of mediation, the Parties agreed to stay formal
6 discovery and continue deadlines for class certification in the Action. To prepare for mediation,
7 Defendant agreed to informally produce documents and data points subject to the mediation privilege,
8 including but not limited to, the Class Members' time data and certain payroll data points. As discussed
9 *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to
10 analyze Defendant's time and payroll data.

11 18. On September 20, 2023, the Parties participated in a full day mediation with Judge Walsh.
12 After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a
13 Memorandum of Understanding. Subsequently, the Parties drafted and negotiated a long-form
14 settlement agreement, which is the subject of the instant motion. The Parties now seek approval of the
15 entire Agreement.

16 19. The Parties also reached an agreement with respect to Plaintiff's Individual Claims.
17 Plaintiff's individual settlement was negotiated the same day as the class and PAGA mediation.
18 However, the settlement of Plaintiff's Individual Claims was negotiated separately and only **after** the
19 class and PAGA settlement was reached. At all times during the mediation and settlement negotiations,
20 Plaintiff prioritized the claims of the class, and did not engage in settlement negotiations of Plaintiff's
21 Individual Claims until the class action was tentatively settled. Plaintiff intends on dismissing her
22 Individual Claims following final approval of the Settlement.

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

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

1 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 **C. The Parties Settled at Mediation**

17 27. On September 20, 2023, the Parties conducted a full day of mediation with Hon. Brian C.
18 Walsh (Ret.), a retired judge and experienced wage and hour mediator. Judge Walsh helped manage
19 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
20 The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged
21 information regarding their respective claims and defense, including their respective evaluation of the
22 damages. After a full day of arm's length and adversarial negotiations, the mediation concluded in a
23 settlement. The complete and final terms of the Parties' settlement are now set forth in the Agreement.
24 Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of
25 the claims at issue.

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27
28 ///

1 **IV. ARGUMENT**

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

3 28. The Parties participated in mediation with the highly respected mediator Hon. Brian C.
4 Walsh (Ret.). Judge Walsh managed the Parties' expectations and provided a useful, neutral analysis
5 of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF
6 (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs
7 considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001)
8 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure
9 that the proceedings were free of collusion and undue pressure.")) At all times, the Parties' negotiations
10 were at an arm's length, adversarial and non-collusive. The matter was resolved only after a full day of
11 mediated negotiations managed by Judge Walsh who heard arguments, reviewed evidence and
12 evaluated the Parties' respective claims and defenses.

13 29. Once the Parties reached a settlement, the Parties engaged in protracted negotiations
14 regarding the written terms of the class action settlement. The Parties maintained the arm's length, non-
15 collusive and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement
16 is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate
17 and represent a reasonable compromise of the claims at issue.

18 30. The Gross Settlement Amount of \$970,000.00 is fair and reasonable considering the
19 nature and magnitude of the claims being settled and the various potential impediments to recovery.
20 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
21 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
22 various models were informed by Class Counsel's investigation, including the analysis of a significant
23 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
24 (excluding PAGA penalties) ranged between \$2,608,859.05 dollars ("Conservative Model") and
25 \$7,667,017.12 dollars ("Aggressive Model") if successful at trial. This range reflects the uncertainty
26 regarding several of the claims, together with the uncertainty surrounding derivative liability for
27 inaccurate wage statements and waiting time penalties. Thus, the Gross Settlement Amount of
28 \$970,000.00 represents approximately between 12.65% ("Aggressive Model") and 37.18%

1 (“Conservative Model”) of Defendant’s *class-wide* liability exposure as estimated by Class Counsel at
2 the time of mediation. The following summarizes Class Counsel’s estimation of Defendant’s exposure.

3 31. One of Plaintiff’s primary claims in the Action was that Defendant failed to pay for all
4 hours worked. Specifically, Plaintiff alleged that Defendant had an unlawful rounding policy, and that
5 it failed to pay Plaintiff and the Class Members all wages due for purposes of straight pay, overtime
6 pay, and double-time pay. Defendant denied liability and asserted that its employees were paid for all
7 time worked. Defendant argued that it corrected any conceivable rounding issue in April of 2021 and
8 Plaintiff’s expert confirmed this to be true. Furthermore, Defendant argued that, even if successful, this
9 claim resulted in minimal actual damage to the Class Members. Thus, Plaintiff applied a 75% discount
10 to the Conservative Model for this claim and estimated Defendant’s exposure for this claim ranged from
11 approximately \$8,270.75 to approximately \$33,083.00.

12 32. Plaintiff also alleges that Defendant failed to provide compliant meal periods. In
13 analyzing this claim, Plaintiff’s expert found that Defendant had a low violation rate with respect to
14 first meal periods. On average, approximately 5.2% of first meal periods were short, late, or missed.
15 While Defendant had a low violation rate with respect to first meal periods, Plaintiff’s expert found that
16 approximately 51.8% of all meal periods were rounded to exactly 30 minutes. Consequently, Plaintiff
17 alleges that she is owed meal period premiums for meal period violations that occurred during the Class
18 Period.

19 33. Conversely, Defendant argued, among other things, that it provided all their employees,
20 i.e., Class Members and Aggrieved Employees, with the opportunity to take compliant meal periods.
21 Specifically, Defendant argued that precise 30-minute meal periods were not an indicator of violations
22 because the data showed that many employees took short or long meal periods. Defendant argued that
23 employees taking short or long meal periods did so on their own volition. Defendant also argued that
24 it maintained facially compliant meal period policies and that it paid more than \$490,000 in meal period
25 premiums throughout the Class Period. Thus, Defendant argued that there was no potential liability for
26 Plaintiff’s alleged meal period violations and any claimed violations required a highly individualized
27 inquiry not suitable to class treatment.

28 ///

1 34. Consequently, Plaintiff applied a 50% discount to this claim to account for the modest
2 violation rate, facially compliant policies, and payment of meal period premiums. Plaintiff estimated
3 that the damages for this claim ranged from approximately \$1,731,688.84 to approximately
4 \$3,463,377.68.

5 35. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
6 Plaintiff alleged that because of their rigorous work schedule, Class Members were not able to take
7 timely and duty-free rest periods.

8 36. Again, Defendant denied liability and asserted that it maintained legally compliant rest
9 period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the
10 evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost
11 entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages.
12 Defendant likely would have argued that only a small number of Class Members missed their rest
13 breaks. Certification likely would have required depositions of Class Members who provided
14 declarations, and Defendant surely would have obtained opposing declarations stating either rest breaks
15 were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal.
16 Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court,
17 plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this
18 Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D.
19 Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the
20 written policy does not generate uniform practices."). Accordingly, the rest break claim was heavily
21 discounted in Plaintiff's valuation of the case between approximately \$330,009.61 and \$1,320,038.44.

22 37. Plaintiff alleges that Defendant failed to include certain non-discretionary bonuses when
23 calculating the regular rate of pay when paying overtime wages, meal period premiums and sick pay.
24 Specifically, Defendant paid Class Members non-discretionary incentive compensation in the form of
25 "BIL BILINGUAL PAY Earnings," "BRF Ref Bonus Earnings," and "BSO SignOnBonus Earnings"
26 payments, and had in place the non-discretionary incentive programs, which were not properly
27 calculated into the regular rate of pay for purposes of overtime, meal period premiums, and sick pay.

28 ///

1 38. Conversely, Defendant denied liability and asserted it paid Class Members at the correct
2 rate of pay for purposes of overtime wages, meal period premiums, and sick pay. Defendant produced
3 its written bonus policy and made arguments during mediation to demonstrate that bonuses are
4 discretionary. Plaintiff applied a 50% discount and estimated Defendant's exposure for this claim
5 between approximately \$98,456.00 and \$196,912.00.

6 39. Plaintiff alleges that Defendant failed to reimburse its employees for mandatory business
7 expenses. Specifically, Plaintiff and Class Members, as business expenses, were required by Defendant
8 to use their own personal cellular phones as a result of and in furtherance of their job duties as employees
9 for Defendant but were not reimbursed or indemnified by Defendant for the cost associated with the
10 use of their personal cellular phones for Defendant's benefit.

11 40. Defendant argued that the number of affected employees was minimal. Further,
12 Defendant argued that it issued work cellular phones to employees who in fact were required to use
13 cellular phones as a result of and in furtherance of their job duties. Plaintiff acknowledged that
14 Defendant issued her a work cell phone. As a result, Plaintiff applied an 85% discount and estimated
15 Defendant's exposure for this claim between approximately \$15,763.75 and \$63,055.00.

16 41. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
17 wage statements. Specifically, Plaintiff alleges that as a result of Defendant's failure to provide meal
18 and rest periods as required by the California Labor Code, Plaintiff and other Class Members are entitled
19 to derivative wage statement penalties. (See *Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th
20 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement
21 penalties). Further, Defendant argued that even if it failed to furnish accurate wage statements, Plaintiff
22 could not establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this
23 claim 50% to account for this risk. Plaintiff estimated that Defendant's exposure on this claim ranged
24 between \$276,025 and \$1,104,100.

25 42. Plaintiff also alleged that the Defendant's labor code violations resulted in derivative
26 liability for waiting time penalties. Although these *penalties* represented Defendant's largest dollar
27 amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendant argued that
28 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code

1 section 203. Notwithstanding the uncertain nature of the claims, Class Counsel's Conservative Model
2 discounted the waiting time penalty claim by 90% and estimated Defendant's exposure for these claims
3 ranged between \$148,645.10 and \$1,486,451.00.

4 43. Class Counsel's damage models also estimated Defendant's exposure for PAGA
5 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure was approximately
6 \$1,169,500.

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

13 45. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
14 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
15 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
16 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
17 Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
18 a violation for each pay period the employee worked. Again, Defendant raised several defenses that
19 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
20 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho*
21 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
22 manageability as to the rest period claims. In all, Plaintiff's PAGA liability exposure is hotly contested.

23 **B. Litigation Risks**

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

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

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

21 48. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$970,000.00 that
22 is roughly 12%-37% of Defendant’s maximum class wide liability exposure estimated by Class
23 Counsel. Given the amount of the settlement here, as compared to potential value of the claims, offset
24 by the various inherent risks to continued litigation, the settlement is fair and reasonable.

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

26 49. The Parties jointly drafted the Notice of Class Action Settlement (“Class Notice”) which
27 fairly and neutrally informs the Class Members of their rights and remedies. The Settlement
28 Administrator will first verify addresses, then mail the proposed Class Notice to all Class Members.

1 The Notice will include information regarding the nature of the lawsuit, a summary of the substance of
2 the Settlement's terms, the class definition, the procedure and time period within which to request for
3 exclusion or to object to the Settlement, the date for the final approval hearing, the formula used to
4 calculate settlement payments, and the terms and scope of the Released Class Claims. The Parties
5 negotiated this method to ensure delivering the most reasonable method of notice to the Class Members
6 while ensuring cost effective administration of the Settlement.

7 50. As detailed in the Agreement, the method of disseminating the proposed Class Notice and
8 contents of the Proposed Class Notice satisfy due process and the California Rule of Court 3.766.

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

10 51. The Settlement provides for a Service Award of \$5,000¹ for Plaintiff. The service award
11 is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
12 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her
13 case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that
14 its terms are fair and provide adequate relief for the Settlement Class.

15
16 ¹ The amount of the requested enhancement payment-\$5,000-is reasonable by reference to the amounts that California courts (both federal
17 and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int'l, LLC*, No.
18 BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v.*
19 *Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement
20 payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement
21 payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding
22 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011)
23 (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super.
24 Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July
25 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores, LLC*, No. BC368528
26 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional
27 compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct.
28 Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A.
County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No.
BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP*, No.
BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC*
Monterey Park Hospital LP, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v.*
Catholic Moray Services, Inc., No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the
named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding
\$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding
\$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct.
Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal.
Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (OpX)
(C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San
Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-
cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.
RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No.
CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings,*
Inc., No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security*
Services, LLC, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

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

4 **E. The Court Should Preliminary Approve the Attorneys' Fees**

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

10 54. Plaintiff will file a formal motion for the negotiated Attorneys' Fees once preliminary
11 approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient
12 for preliminary approval of the negotiated attorneys' fees.

13 **F. The Court Should Provisionally Certify the Settlement Class**

14 55. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional
15 certification of the Class is appropriate.

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

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

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

1 her ability to advocate for the interests of the Class Member by initiating this litigation, participating in
2 mediation, and evaluating the proposed settlement to assure that it is fair.

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

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

9 60. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
10 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
11 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
12 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
13 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
14 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre, Esq.
15 (Associate Attorney), Perssia Razma (Associate Attorney), Tesla Stone (Paralegal), Jennifer Hemming
16 (Paralegal), Laura Gonzalez Mendez (Paralegal), Madelyn Uchiyama (Legal Assistant), Sara
17 Christensen (Legal Assistant).

18 61. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
19 Employees. I have extensive experience with wage and hour class and representative actions litigation
20 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
21 litigation experience and complex construction product liability experience. I can, will and have
22 adequately represented the interests of the Plaintiff, the State of California and the Aggrieved
23 Employees throughout this action.

24 62. I have represented consumers and employees in California class actions, and complex
25 multi-party product liability actions exclusively for more than 13 years. I have been in practice as a
26 plaintiffs' civil litigation attorney since April 2007.

27 63. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
28 Employees. I have extensive experience with wage and hour class and representative actions litigation

1 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
2 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “4.”** Some of the
3 major cases the Firm has undertaken are also set forth in **Exhibit “4”**:

4 64. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
5 in excess of \$75 million on behalf of the Firm’s clients.

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

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

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

14 I declare under the penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 5th day of December 2023, at San Diego, California.

16 **JCL LAW FIRM, APC**

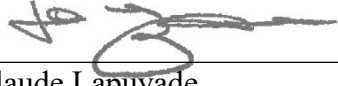
17 By: 
18 Jean-Claude Lapuyade
19 Attorneys for Plaintiff
20
21
22
23
24
25
26
27
28

EXHIBIT 1

JCL LAW FIRM, APC

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Sydney Castillo-Johnson (State Bar #343881)
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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]

**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

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

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

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

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

S. “LWDA Payment” means 75% of the PAGA Penalties allocated to the Labor and Workforce Development Agency.

T. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees, Attorneys’ Expenses, Service Award, PAGA Penalties, and Administration Costs.

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

V. “Operative Complaint” shall mean the Second Amended Complaint filed on March 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);

- 1 7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
2 *et seq.*);
- 3 8. Failure to Reimburse for Required Expenses (Labor Code § 2802);
- 4 C. On February 8, 2023, Plaintiff filed her First Amended Complaint, alleging additional
5 claims for:
- 6 1. Discrimination on the Basis of Disability (California Govt. Code §§ 12940, *et*
7 *seq.*);
- 8 2. Failure to Reasonably Accommodate (California Govt. Code §§ 12940, *et*
9 *seq.*);
- 10 3. Failure to Engage in a Timely, Good Faith, Interactive Process (California
11 Govt. Code §§ 12940, *et seq.*);
- 12 4. Work Environment Harassment (Hostile Work Environment);
- 13 5. Retaliation (California Govt. Code §§ 12940, *et seq.*);
- 14 6. Failure to Prevent Discrimination and Harassment (California Govt. Code §§
15 12940, *et seq.*).
- 16 D. On March 27, 2023, Plaintiff filed her Second Amended Complaint, adding a claim
17 of Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) and
18 amending the alleged Class Period to December 7, 2019 to present.
- 19 E. The Class Representative believes she has claims based on alleged violations of the
20 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
21 that class certification is appropriate because the prerequisites for class certification
22 can be satisfied in the Action, and this action is manageable as a PAGA representative
23 action.
- 24 F. Defendant denies any liability or wrongdoing of any kind associated with the claims
25 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
26 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 180th 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:

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13 DATED: 12/4/2023



CENTER FOR ELDER'S INDEPENDENCE

Robert F Scott

Printed Name

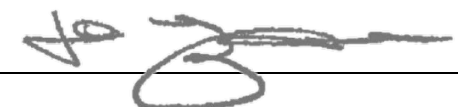
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18 IT IS SO AGREED AS TO FORM BY COUNSEL:

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20 DATED: December 1, 2023

JCL LAW FIRM, A.P.C.

21 By: 

22
23 Attorneys for Plaintiff and the Settlement Class
24 Members

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.**

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

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the "Court") has been reached between Plaintiff 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

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

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

E-Mail : 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 2

EXHIBIT 3



Quotation Request:

Kelli McTague
JCL Law Firm, A.P.C.
kmctague@jcl-lawfirm.com
888.498.6999

Case Name:

Date:
RFP Number:

Thomas v. Center for Elders' Independence

Wednesday, October 18, 2023
69990032

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	475
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
Sub Total:				\$550.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	475	\$712.50
USPS First Class Postage	Per Piece	\$0.66	475	\$313.50
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.15	95	\$204.25
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$75.00	1	\$75.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,850.25

Project Management

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



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$66.62	1	\$66.62
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$66.62

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	475	\$712.50
USPS First Class Postage	Per Piece	\$0.66	475	\$313.50
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	48	\$102.13
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$3,958.13

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$945.00

TOTAL ESTIMATED ADMINISTRATION COST:				\$8,990.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

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

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

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

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

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

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

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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 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);

EXHIBIT 5

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (“Agreement”) is made and entered into by and between Center for Elders’ Independence, Inc. (referred to as “CEI”) on the one hand, and Tamika Thomas (referred to as “Thomas”) on the other. This Agreement is for the benefit of CEI and Thomas (collectively referred to as “the Parties”).

1. RECITALS

A. Tamika Thomas is employed by CEI.

B. As of the date of this Agreement, Tamika Thomas voluntarily resigns from her employment with CEI.

C. “CEI” includes CEI’s past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and assigns, and all of CEI’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.

D. On December 20, 2022, Thomas filed a class action complaint against CEI. On February 8, 2023, Thomas filed a first amended complaint. On March 27, 2023 Thomas filed a second amended complaint, which is the “Operative Complaint,” and which alleges fifteen (15) causes of action, including nine (9) class causes of action for wage and hour violations and one (1) representative cause of action under PAGA (alleged in the Operative Complaint as the 15th cause of action) (the “Class Claims”) as well as five (5) individual claims on behalf of Plaintiff for discrimination, failure to accommodate, failure to engage in interactive process, hostile work environment, retaliation, and failure to prevent discrimination and harassment (the “Individual Claims”). The Parties now mutually desire to settle all claims and actions Thomas might have against CEI including but not limited to those claims that could have been asserted in any litigation, or via complaint to any agency, or otherwise, except for the Class Claims alleged in the Operative Complaint, which Thomas is releasing as a class member and a class representative as part of a separate settlement agreement whereby the Class Claims are being settled and released. **This agreement does not contemplate or otherwise have any affect on the Class Claims.**

NOW, THEREFORE, in consideration of the terms, conditions, and promises here contained, the Parties agree as follows:

2. RELEASE TERMS

1. Non-Admission of Liability. The Parties acknowledge that each of them denies any wrongdoing whatsoever in connection with one another. The Parties understand

and agree that nothing contained in this Agreement shall be construed or treated as an admission of any wrongdoing or liability by CEI.

2. Consideration. In consideration for the promises and commitments Thomas is making in this Agreement, and contingent on Thomas's fulfillment of the conditions of this Agreement, CEI agrees to make the following payment: [REDACTED] to Thomas (collectively referred to as "the Settlement Payment"). The Settlement Payment shall be made via two (2) checks as follows: (1) a [REDACTED] payment made payable to the JCL Law Firm, APC for attorneys' fees and costs, and (2) a [REDACTED] payment made payable to Tamika Thomas, made subject to no withholdings or deductions which will be reported on a form 1099-MISC at the end of the year in which the payment is issued.

The Settlement Payment shall constitute a full and complete settlement of all possible claims she could have asserted, whether meritorious or not, except for the Class Claims alleged in the Operative Complaint, which Thomas is releasing as a class member and a class representative as part of a separate settlement agreement whereby the Class Claims are being settled and released.

2.1 Thomas acknowledges and agrees that CEI has made no representations to her regarding the tax consequences of the paid the Settlement Payment to her pursuant to this Agreement. Thomas agrees to pay federal and state taxes when due, if any, which are required by law to be paid with respect to the Settlement Payment. Thomas further agrees to indemnify and hold CEI, its attorneys and insurers harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against CEI for any amounts claimed due on account of this Agreement to the extent the liability is Thomas's and she is provided with reasonable notice giving her an opportunity to cure, or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by CEI by reason of any such claims, including any amounts paid by CEI as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

2.2 The checks for the Settlement Payment amount shall be paid within thirty (30) days of the date the court approves the settlement of the Class Claims described in Section 6.1 of this agreement and upon receipt of W9 forms from Tamika Thomas and Tamika Thomas's attorneys.

3. Entire Compensation. Thomas agrees that the Settlement Payment described in Section 2 shall constitute the entire consideration due to her and is in full and complete satisfaction of any and all claims, demands and/or causes of action she has or may have against CEI, except for any consideration she may be entitled to as a class member and/or the class representative in the class action. Thomas will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with or relating to CEI.

4. Dismissal Of The Lawsuit With Prejudice. It is understood and agreed that Thomas and her attorney will file (or cause his attorney to file) a request for dismissal of all Individual Claims, with prejudice, within five (5) days after her attorney receives the Settlement Payment.

5. Continuing Jurisdiction of the Court. All disputes regarding the interpretation and/or enforcement of this Agreement shall be governed by the laws of the State of California. The Parties further agree that the Alameda County Superior Court may retain jurisdiction over the Parties to enforce and/or interpret this Agreement until performance in full of the terms of the settlement (to the extent that it is permitted to retain jurisdiction). The prevailing party as to any dispute related to the interpretation and/or enforcement of this Agreement shall recover their or its costs and reasonable attorney's fees.

6. Complete General Release. In consideration of the promises set forth in this Agreement, Thomas, for herself and for her heirs, representatives, insurers, reinsurers, attorneys, executors, administrators, successors, relatives and assigns, forever fully releases and discharges CEI, from any and all claims, causes of action, demands, liabilities, obligations, costs, (including, but not limited to, attorney's fees and expenses), damages, actions, and benefits of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence, or interaction of any kind, except as provided for hereinbelow.

As part of these general and special releases, and not by way of limitation, Thomas knowingly, voluntarily, irrevocably and unconditionally expressly releases and waives, and absolutely and forever discharges, any and all claims, causes of action, demands, and/or liabilities which Thomas has or claims to have, now or hereafter, against CEI, individually and collectively, relating to or arising out of any foreign, federal, state, or local constitution, statute, ordinance, regulation, or common law including, but not limited to, any released claims asserted in any submission to any state or federal agency or other governmental or regulatory body of any kind, or otherwise arising under or relating to Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Fair Labor Standards Act; the Americans With Disabilities Act; the Consolidated Omnibus Budget Reconciliation Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the Age Discrimination In Employment Act; the California Fair Employment and Housing Act; all provisions of the California Labor Code; all provisions of the California Government Code; all provisions of the California Business and Professions Code including, but not limited to Sections 17200 et seq.; the Orders of the California Industrial Welfare Commission regulating wages, hours, and working conditions; any other foreign, federal, state or local laws, regulations or rules, common law or case law prohibiting employment discrimination or otherwise regulating employment; any claim of discrimination, failure to prevent discrimination, retaliation, failure to prevent retaliation, harassment, failure to prevent

harassment, misrepresentation, fraud, deceit, invasion of privacy, breach of contract, breach of quasi-contract, breach of implied contract, accounting, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, libel, defamation, slander, negligent or intentional infliction of emotional distress, violation of public policy, negligent supervision, negligent retention, negligence, or interference with business opportunity or with contract; and any claim or claims for vacation pay, severance pay, civil penalties, expenses, rights under any long-term incentive plan, any bonus or similar payment, sick leave, holiday pay, pension, retirement, retirement bonus, retirement plans, insurance including, without limitation, health, medical, life, or disability insurance, reimbursement of health or medical costs.

Thomas understands and agrees that this Agreement is intended to and does bar all claims Thomas has or may have for losses, damages, wages, salaries, bonuses, commissions, overtime pay, vacation pay, sick pay, severance pay, benefits, costs, expenses, attorney's fees or any other claims Thomas could possibly have against CEI, and that Thomas is not entitled to receive and will not claim any other right, benefit, or compensation, except for the Class Claims alleged in the Operative Complaint, which Thomas is releasing as a class member and a class representative as part of a separate settlement agreement whereby the Class Claims are being settled and released, and which Thomas may receive consideration for as a class member and/or the class representative in the class action. Thomas does not release any of the Class Claims in this Agreement.

7. Waiver of ADEA Claims and Right to Revoke Waiver. Without limiting the scope of this Agreement, Thomas agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Thomas may claim to have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, *et seq.*). Thomas acknowledges all of the following:

- (a) The consideration provided pursuant to this Agreement is in addition to any consideration that she would otherwise be entitled to receive;
- (b) Thomas has been and is advised in writing to consult with an attorney prior to signing this Agreement;
- (c) Thomas has been provided a full and ample opportunity to study this Agreement, including a period of at least 21 calendar days within which to consider it;
- (d) To the extent that Thomas takes less than 21 calendar days to consider this Agreement prior to signing it, Thomas acknowledges that she had sufficient time to consider this Agreement with legal counsel and that he expressly, voluntarily and knowingly waives any additional time;

- (e) Thomas agrees that any changes made to the Agreement during the 21-day period (whether material or immaterial) do not restart the running of the 21-day period; and
- (f) Thomas is aware of her right to revoke this waiver of claims under the ADEA any time within the 7 calendar-day period following the date Thomas signs the Agreement and that the waiver of claims under the ADEA shall not become effective or enforceable until the seven (7) calendar-day revocation period expires.

7.1 Thomas agrees that this ADEA waiver becoming effective and enforceable is an express and absolute condition of this Agreement, is bargained for consideration for this Agreement and is not a mere recital. If Thomas revokes this ADEA waiver, this Agreement shall be considered void. Thomas understands and agrees that this Agreement shall terminate upon the revocation of the ADEA waiver.

This release is not intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law.

8. Covenant Not to Sue. Thomas represents that she will not make any claim or filing against CEI at any time based upon any events or omissions occurring prior to the date of execution of this Agreement, except for the Class Claims and the settlement of those Class Claims, which shall not be affected by this Agreement in any way, and which the Parties agree Thomas shall be permitted to pursue in Court for purposes of seeking Court approval of the settlement of the Class Claims. Except as provided herein, in the event that any agency or court assumes jurisdiction of any lawsuit, action, charge or complaint, or purports to bring any legal proceedings against CEI on Thomas's behalf, she promptly shall request that the agency or court withdraw from or dismiss the lawsuit, action, charge, or complaint with prejudice. If Thomas breaches the covenant contained in this paragraph, then he shall indemnify CEI for all damages and expenses, including legal fees, incurred in defending, participating in, or investigating any matter or proceeding covered by this paragraph.

9. General Release of Unknown Claims. For the purpose of implementing a full and complete release, Thomas expressly acknowledges that the release she gives in this Agreement is intended to include in its effect, without limitation, claims that he did not know or suspect to exist at the time of execution, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Thomas waives any rights she may have under California Civil Code Section 1542 (and other similar statutes and regulations). Section 1542 states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in her or her favor at the time of executing the release and that, if known by him or her, would have materially affected her or her settlement with the debtor or released party.”

10. Residual Benefits Release. Thomas agrees that any benefits not expressly covered by this Agreement are waived. Thomas agrees to release any and all claims and possible claims relating to any benefits not otherwise covered by this Agreement.

11. Successors. This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, reinsurers and assigns, and shall inure to the benefit of CEI, and to their heirs, representatives, executors, administrators, successors, and assignees.

12. Non-Disparagement. Thomas agrees, subject to any obligations they may have under applicable law, that she will not make or cause to be made any statements or take any actions that disparage or in any way damage the reputation to CEI, or any of their affiliates, subsidiaries, agents, officers, directors or employees. In the event such a communication is made to anyone, including but not limited to the media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement. In the event of a material breach, CEI has the right to immediately cancel its obligations under this Agreement. Nothing in this agreement prevents Thomas from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Thomas has reason to believe is unlawful.

13. Neutral Reference. CEI agrees that if it receives a request for an employment reference from a prospective employer of Thomas, CEI shall provide only a neutral reference to the prospective employer, limited to information regarding Thomas's dates of employment and job titles. Any request for employment reference should be directed to John Tranchitella (jtranchitella@cei.elders.org).

14. Admissibility of Agreement. The Parties agree that this Agreement is binding and admissible for the purposes of proving up and or enforcing the terms of the Parties' Agreement.

15. Enforcement of Agreement. Should CEI or Thomas sue to enforce this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees, incurred in the action. CEI and Thomas consent to the personal jurisdiction of the courts of California in any proceeding to enforce this Agreement, including, and agree not to interpose any objection or defense based on lack of personal jurisdiction or improper venue in any such proceeding.

16. No Attorney's Fees and Costs. The Parties agree that they shall bear their own respective costs and fees, including but not limited to attorney's fees incurred in connection with the execution of this Agreement.

17. Agreement is Voluntary. The Parties understand and agree that Thomas:

- (a) Has had a sufficient and reasonable amount of time, within which to consider the terms memorialized in this Agreement before agreeing to them.
- (b) Has carefully read and fully understands all of the provisions of this Agreement.
- (c) Is, through this Agreement, releasing any and all claims he may have against CEI, to the extent permitted by law.
- (d) Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.
- (f) Knowingly and voluntarily intends to be legally bound by the same.
- (g) Had the opportunity to consult with and be represented by an attorney prior to agreeing to the terms of this Agreement.

18. No Representations. The Parties acknowledge that, except as expressly set forth in this Agreement, no representation of any kind or character has been made to induce the execution of this Agreement. The Parties understand and agree that this Agreement is intended to be and will be binding even if the actual facts turn out to be different from those facts they believed or understood to exist when this Agreement was signed.

19. Representations and Warranties. With the exception of the Operative Complaint, and the Class Claims, which shall not be affected by this Agreement, Thomas warrants and represents that Thomas is not a party to, has not assigned or subordinated, and is not aware of and has not filed any pending or potential action, claim, complaint, allegation or charge on her behalf against CEI, jointly or severally. Thomas further represents and warrants that: (i) Thomas is the sole owner of all claims and the causes or potential causes of action which Thomas is releasing in this Agreement; and (ii) in the event that Thomas or any person acting on Thomas's behalf, takes any action contrary to or in violation of the hereinabove stated warranties and representations, then Thomas will fully defend and indemnify CEI who incurs fees, costs and/or damage as a result of such action(s).

20. Ownership of Actions. Thomas has not transferred or assigned, or purported to transfer or assign, to any person or entity, any claims, or alleged claims, potential causes of action, or claims for damages described in this Agreement. Thomas further agrees to indemnify and hold harmless CEI against any and all actions based

upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

21. Event of Breach. Thomas agrees to indemnify and hold harmless CEI, and each of them, against any loss or liability whatsoever, including reasonable attorney's fees and costs caused by: (a) any proven breach of this Agreement by Thomas or her successors in interest; and (b) any action or proceeding brought by Thomas or her successors in interest, if such action or proceeding is based upon or related to any of the claims released in this Agreement.

22. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State, regardless of where executed.

23. Consultation with Counsel. The Parties each acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement.

24. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Thomas and a duly authorized officer of CEI.

25. Construing Provisions. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Thomas further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Thomas will fully cooperate with CEI to effectuate its purpose to conform the provision(s) to law.

26. No Modification or Waiver. No modification or waiver of the terms of this Agreement shall be effective unless it appears in a writing signed by all Parties to this Agreement.

27. Jointly Drafted. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original with the same force and effect

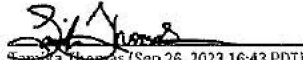
as if executed in one complete document. Furthermore, a signed facsimile, photocopy, or electronically signed version of this Agreement shall be deemed to be an original with the same force and effect as this original Agreement.

[Signatures on Next Page]

THE UNDERSIGNEDS STATE THAT THEY HAVE CAREFULLY READ THE AGREEMENT, HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL CONCERNING THIS AGREEMENT, AND KNOW AND UNDERSTAND ITS CONTENTS.

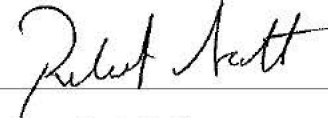
IN WITNESS WHEREOF, the Parties have executed this Agreement and General Release on the dates indicated below.

Date: Sep 26, 2023


Tamika Thomas (Sep 26, 2023 16:43 PDT)
Tamika Thomas

Date: 9/29/2023

CEI

By: 
Title: SUP & CHRO

Approved as to form and content:


Jean-Claude Lapuyade, Esq.
JCL Law Firm A.P.C.
Shani Zakay, Esq.
Zakay Law Group, APC
Attorneys for Tamika Thomas