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Attorneys for Named Plaintiffs IRENE CLINE, LYNN CHO,  
DESIREE PACHECO, and ITZEL MARLENE DIAZ

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

IRENE CLINE, LYNN CHO, DESIREE  
PACHECO, and ITZEL MARLENE DIAZ,  
individually, on behalf of all other similarly  
situated persons, on behalf of the  
CALIFORNIA LABOR AND  
WORKFORCE DEVELOPMENT  
AGENCY, and on behalf of the STATE OF  
CALIFORNIA,

Plaintiffs,

v.

SI SE PUEDE BEHAVIORAL, INC. a.k.a.  
SOCIALLY SIGNIFICANT  
PROGRAMMING FOR BEHAVIORS,  
INC., a California corporation; FELICIA  
LOPEZ, an individual; and DOES 1-20,

Defendants.

Case No. RG18911378

**DECLARATION OF YOSEF PERETZ  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE WINIFRED Y. SMITH  
DEPARTMENT 21

Date: August 13, 2021  
Time: 10:00 a.m.  
Reservation Nos.: R-2276695

Complaint Filed: July 2, 2018  
Trial Date: None set

ENDORSED  
FILED  
ALAMEDA COUNTY

JUL 22 2021

CLERK OF THE SUPERIOR COURT  
By [Signature] Deputy

1 I, Yosef Peretz, declare as follows:

2 1. I am an attorney duly licensed to practice before the Courts of the State of California.

3 2. I am the principal at Peretz & Associates and attorney of record for Plaintiffs IRENE  
4 CLINE (“Cline”), LYNN CHO (“Cho”), DESIREE PACHECO (“Pacheco”), and ITZEL  
5 MARLENE DIAZ (“Diaz”) (collectively, “Plaintiffs”) in this case. I have personal knowledge  
6 of the matters set forth herein and if called upon to testify, I could and would do so competently.

7 3. This declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval  
8 of Class Action Settlement.

9 4. This putative class action was filed on July 2, 2018. Defendants filed a joint answer on  
10 September 21, 2018, and the complaint was never amended. Plaintiffs served extensive written  
11 discovery requests on Defendants shortly thereafter on November 16, 2018.

12 5. The parties then met and conferred and agreed to attend private mediation with Pat  
13 Gillette, Esq. of JAMS ADR Services. As part of discovery and the agreement to mediate,  
14 Defendants provided Plaintiffs with certain key payroll and timekeeping documents and further  
15 agreed to provide Plaintiffs with the putative class list.

16 6. In order to provide Plaintiffs with the class list, including contact information for class  
17 members, the parties stipulated to a form opt-out notice pursuant to *Belaire-West Landscape,*  
18 *Inc. v. Superior Court* (2007) 149 Cal.App.4th 554 (“*Belaire-West*”). This stipulation was  
19 approved by the Court on March 21, 2019. The *Belaire-West* notices were mailed to putative  
20 class members on April 5, 2019 with an opt-out deadline of April 20, 2019. Ultimately, nine of  
21 the ninety-four (94) members opted out of providing their contact information to Plaintiff’s  
22 counsel, and one (1) notice packet was returned as undeliverable.

23 7. The parties then held a full-day session of mediation with Ms. Gillette on September 19,  
24 2019. However, the parties were unable to reach a settlement at that time. The parties continued  
25 to informally discuss settlement throughout the spring and summer of 2020, while  
26 simultaneously exchanging further production of documents.

27 8. Around that time, a central topic of discussion and significant obstacle to settlement was  
28 Defendants’ financial condition and limited ability to pay. Defendants provided extensive  
financial records and information to Plaintiffs’ counsel under a confidentiality agreement. These  
records and information were provided for both SSPBI and for Lopez personally. Immediately  
prior to concluding the settlement with Lopez, her counsel provided another round of updated

1 financial documents so that Plaintiffs' counsel could diligently confirm Lopez's financial status.

2 9. On October 13, 2020, SSPBI filed for bankruptcy under Chapter 7 of the United States  
3 Bankruptcy Code as Case #20-41647-CN in the United States Bankruptcy Court for the  
4 Northern District of California, Oakland Division (the "Bankruptcy Case"). Paul Mansdorf was  
5 appointed as the Chapter 7 trustee in the Bankruptcy Case (the "Trustee").

6 10. On January 14, 2021, Cho, Cline, Pacheco and Diaz each filed individual proofs of  
7 claim in the Bankruptcy Case and on January 15, 2021, Cho also filed a proof of claim on  
8 behalf of the putative class.

9 11. Plaintiffs subsequently reached a stipulation with the Trustee in the Bankruptcy Case to  
10 receive a distribution on behalf of the putative class. The stipulation states that the Trustee is  
11 holding approximately \$179,000 on behalf of SSPBI, and provides that Plaintiffs and the  
12 putative class will receive the remainder of the estate after all secured claims and administrative  
13 costs have been paid. At the time the stipulation was entered, the amount estimated to be  
14 disbursed according to the proposed stipulation was between \$135,000 and \$145,000.

15 12. Plaintiffs' counsel hired independent bankruptcy counsel to review this stipulation and  
16 advise Plaintiffs on how to maximize recovery from SSPBI's estate. U.S. Bankruptcy Judge  
17 Charles Novack of the Northern District of California approved the stipulation between the  
18 Trustee, the Plaintiffs and the putative class in satisfaction of Plaintiffs' claims with SSPBI on  
19 February 12, 2021.

20 13. On June 24, 2021, the Trustee filed his Final Report with the bankruptcy court which  
21 includes a proposed payment of \$140,250.21 to Plaintiffs and the putative class. The final  
22 hearing in the Bankruptcy Case is currently set for July 23, 2021, which Plaintiffs anticipate  
23 will include a confirmation of the amount of the proposed payment from SSPBI's estate.

24 14. After Plaintiffs' stipulation with the Trustee was approved by the bankruptcy court in  
25 satisfaction of Plaintiffs' claims against SSPBI, Plaintiffs renewed discussions with Defendant  
26 FELICIA LOPEZ ("Lopez")'s bankruptcy and civil counsel regarding potential settlement of  
27 the claims asserted against her individually. Lopez provided additional financial records to  
28 Plaintiffs' counsel as proof of her limited ability to pay, which were reviewed by Plaintiffs'  
counsel and the bankruptcy counsel hired by Plaintiffs.

15. On May 12, 2021, Plaintiffs reached a tentative settlement on behalf of themselves and  
the putative class with Lopez to fully resolve all remaining claims in this case in exchange for

1 payment by Lopez in the amount of \$30,000 (the “Settlement Agreement”). The proposed  
2 Settlement Agreement was fully executed on July 22, 2021. A true and correct copy of the  
3 proposed Settlement Agreement is attached hereto as **Exhibit 1**.

4 16. The distribution plan of the Settlement Agreement apportioning settlement proceeds  
5 based on the number of workweeks per class member is the most suitable for this case, and  
6 there is no fair and practicable alternative based on the available evidence. Through informal  
7 discovery, Defendants provided Plaintiffs’ counsel with a class list that included start and end  
8 dates for every putative class member. Using that list, Plaintiffs could precisely calculate the  
9 number of workweeks during the relevant time period for each class member. The available  
10 evidence also shows that the violations were consistent across the class membership. By  
11 contrast, there is *no evidence* that tutors were treated differently with respect to taking meal  
12 breaks or missing time.

13 17. The Named Plaintiffs were instrumental in contacting and providing information to their  
14 counsel which led to the initial filing of this action. The Named Plaintiffs were also diligent in  
15 working with counsel throughout the litigation to provide additional information regarding the  
16 claims and the class, reached out regularly for case updates, and assisted counsel in reaching a  
17 fair settlement. Finally, all four named plaintiffs were present and participated in the full day of  
18 mediation with Ms. Gillette on September 19, 2019, including by providing additional factual  
19 background and answering questions posed by counsel and Ms. Gillette.

20 18. Plaintiffs complied with Labor Code § 2699(1)(2) by submitting the proposed PAGA  
21 settlement to the LWDA via the agency’s website on July 22, 2021. A true and correct copy of  
22 the printout showing that submission is attached hereto as **Exhibit 2**.

23 19. In addition to the Settlement Agreement, the parties met and conferred regarding the  
24 form of notice to be sent to putative class members. A true and correct copy of the proposed  
25 class Notice and Claim Form is attached hereto as **Exhibit 3**.

26 20. Plaintiffs conducted significant discovery, including 16 sets of written discovery which  
27 yielded approximately 10,000 pages in document production.

28 21. Plaintiffs’ Counsel’s evaluation of the liability and damages in the case was premised on  
an extensive evaluation of, among other things, the number of the putative Class Members, the  
alleged amounts of unpaid wages owed, the average hourly rate each class member actually  
received for his or her work and the penalties that could be awarded with respect to the alleged

1 violations of law. Plaintiffs' Counsel also performed extensive analysis of recovery limits for  
2 both civil and statutory penalties. A true and correct copy of a spreadsheet showing Plaintiffs'  
3 damages analysis is attached hereto as **Exhibit 4**.

4 22. Plaintiffs' damages model was based upon their review of the nearly 10,000 pages of  
5 documents produced by Defendants and interviews with approximately one-quarter of the  
6 putative class. The model places putative Class Members in three categories based upon the  
7 average number of hours worked in a given week, which is largely determined by the number of  
8 clients visited per day. Plaintiffs' counsel were then able to estimate the amounts of average  
9 unpaid driving time, unpaid overtime, unpaid meal and rest breaks, and unreimbursed mileage  
10 per week for each Shift Type. Plaintiffs' counsel was also able to estimate penalties for itemized  
11 wage statements and waiting time, based on class members' paystubs and the start and end dates  
12 for each.

13 23. The proposed settlement provides a reasonable amount of recovery as to each of the  
14 classes and the individual Plaintiffs. On average, Plaintiffs' estimate that Class Members will  
15 receive approximately \$868, which will vary by length of employment, while also avoiding the  
16 risks, time, and expense of litigation in this case. The Class consists of approximately 94 Class  
17 employees.

18 24. Plaintiffs' hired bankruptcy counsel who also independently reviewed Defendants'  
19 financial documents and confirmed Lopez's limited assets and inability to pay a large judgment.  
20 Thus, the amount of consideration in the settlement was ultimately determined by Defendants'  
21 bankruptcy, financial condition and limited ability to pay. Absent settlement and the  
22 corresponding stipulation with the bankruptcy Trustee, Plaintiffs and the Class would receive  
23 nothing from SSPBI.

24 25. The Named Plaintiffs have taken on a substantial risk, as all of the Named Plaintiffs are  
25 at or near minimum-wage employees who have had to work around their current jobs to provide  
26 the labor necessary to take on this Action. The Named Plaintiffs spent many hours preparing for  
27 and participating in full-day mediation and providing information for additional informal  
28 settlement discussions. This Action was filed over three years ago in July 2018, and Named  
Plaintiffs were required to maintain their commitment of time and attention on behalf of the  
class throughout this lengthy litigation. Finally, the Named Plaintiffs have not received any  
personal benefits from this participation.

1 26. Once Plaintiffs' Counsel obtained the putative class list, counsel engaged in extensive  
2 outreach and communications with class members both to gather supplemental evidence and  
3 confirm the experience of Named Plaintiffs. On May 6, 2019, Plaintiffs' Counsel sent a letter to  
4 each and every class member providing information about this proposed class action lawsuit,  
5 the basis for Plaintiffs' claims, and inviting the Class Members to contact Plaintiffs' Counsel.  
6 Many class members subsequently called or wrote to Plaintiffs' counsel to express their interest  
7 in learning more about the lawsuit and sharing their experience at SSPBI. Prior to mediation in  
8 this matter, Plaintiffs' counsel communicated with approximately one-quarter of the entire  
9 putative class. Plaintiffs' counsel had many conversations with class members which  
10 corroborated the allegations and claims brought by Named Plaintiffs.

11 27. When it became clear that Defendants' financial condition would be a significant issue,  
12 Plaintiffs' counsel acted vigorously to maximize the potential recovery to the Class. Plaintiffs'  
13 counsel requested and reviewed extensive financial documents for both SSPBI and Lopez  
14 individually, including bank statements, 401k statements, brokerage quarterly statements, and  
15 savings plans. Once SSPBI filed for bankruptcy, Plaintiffs' counsel hired their own independent  
16 bankruptcy counsel to perform an asset analysis and advise on potential avenues to recover from  
17 SSPBI's estate. Plaintiffs' counsel conducted lengthy negotiations with the Trustee, and with  
18 Lopez's civil and bankruptcy counsel. Given the financial obstacles and bankruptcy filings in  
19 this case, a global settlement of approximately \$170,000 represents an excellent outcome on  
20 behalf of the class.

21 28. The parties' proposed notice plan is as follows: Simpluris, who is experienced in similar  
22 cases, will act as Settlement Administrator.

23 29. Proposed class counsel — my firm Peretz & Associates — has extensive experience  
24 litigating complex class actions, including wage and hour class cases, and employment and  
25 labor actions. True and correct copies of class action settlement final approval orders achieved  
26 by me and my firm are attached hereto as **Exhibit 5**.

27 I declare under penalty of the laws of the state of California that the foregoing is true  
28 and correct and that this declaration was executed on this day on 22 July 2021, in San  
Francisco, California.

  
\_\_\_\_\_  
Yosef Peretz

# **EXHIBIT 1**

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Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR ALAMEDA COUNTY

IRENE CLINE, LYNN CHO, DESIREE  
PACHECO, and ITZEL MARLENE DIAZ;  
individually, and on behalf of all other  
similarly situated persons, on behalf of the  
CALIFORNIA LABOR AND  
WORKFORCE DEVELOPMENT  
AGENCY, and on behalf of the STATE OF  
CALIFORNIA,

Plaintiffs,

v.

SI SE PUEDE BEHAVIORAL, INC. a.k.a.  
SOCIALY SIGNIFICANT  
PROGRAMMING FOR BEHAVIORS,  
INC., a California corporation; FELICIA  
LOPEZ, an individual; and DOES 1-20,

Defendants.

Case No.: RG18911378

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE WINIFRED Y. SMITH  
DEPARTMENT 21



1 This Joint Stipulation of Class Action and PAGA Settlement is entered into by Plaintiffs  
2 IRENE CLINE (“Cline”), LYNN CHO (“Cho”), DESIREE PACHECO (“Pacheco”), and ITZEL  
3 MARLENE DIAZ (“Diaz”) (herein collectively “Plaintiffs”), on behalf of the CALIFORNIA  
4 LABOR WORKFORCE DEVELOPMENT AGENCY (“LWDA”), and on behalf of THE STATE  
5 OF CALIFORNIA on the one hand, and Defendant FELICIA LOPEZ (hereinafter “Lopez”) on  
6 the other hand.

7 WHEREAS, Lopez is the former owner and Executive Director of Defendant SI SE  
8 PUEDE BEHAVIORAL, INC. a.k.a. SOCIALLY SIGNIFICANT PROGRAMMING FOR  
9 BEHAVIORS, INC., (“SSPBI”) (Lopez and SSPBI are referred to herein collectively as  
10 “Defendants”);

11 WHEREAS, Plaintiffs allege that they are former employees of Defendants, and worked  
12 as hourly, non-exempt tutors while employed by Defendants;

13 WHEREAS, on or about July 2, 2018, Plaintiffs filed a complaint in an action filed with  
14 the California Superior Court, in and for the County of Alameda, entitled *Irene Cine, Lynn Cho,*  
15 *Desiree Pacheco, and Itzel Marlene Diaz, individually, and on behalf of all other similarly situated*  
16 *persons, on behalf of the California Labor and Workforce Development Agency, and on behalf of*  
17 *the State of California v. Si Se Puede Behavioral, Inc. a.k.a. Socially Significant Programming for*  
18 *Behaviors, Inc., a California corporation; Felicia Lopez, an individual* Case No. RG18911378,  
19 which shall be hereinafter collectively referred to as the “Action”.

20 WHEREAS, on October 13, 2020, SSPBI filed for relief under Chapter 7 of the United  
21 States Bankruptcy Code as Case #20-41647-CN in the United States Bankruptcy Court for the  
22 Northern District of California, Oakland Division (the “Bankruptcy Case”). Paul Mansdorf was  
23 appointed as the chapter 7 trustee in the Bankruptcy Case (the “Trustee”). . On January 14, 2021,  
24 Plaintiffs Lynn Cho, Irene Cline, Desiree Pacheco and Itzel Diaz each filed individual proofs of  
25 claim (Proof of Claim Nos. 4-7 respectively) in the Bankruptcy Case and on January 15, 2021,  
26 Lynn Cho also filed a proof of claim (Proof of Claim No. 8) on behalf of the putative class;

27 WHEREAS, Plaintiffs subsequently reached a stipulation with the Trustee in the  
28 Bankruptcy Case to receive a distribution on behalf of the putative class under Proof of Claim No.

8 based on an aggregate liquidated claim amount of \$275,000. The individual claims of the Plaintiffs, Proofs of Claim No. 4-7, were also subordinated to the payment of all other allowed creditor claims as part of that stipulation. The Trustee has now filed a proposed Final Report in the Bankruptcy Case in which the total amount to be disbursed to the putative class under Proof of Claim No. 8 is proposed to be \$140,250.21, said amount being the balance available after payment of all other allowed creditor claims and expenses of administration according to the priorities set forth in Title 11, United States Code, with no amounts to be distributed to Proofs of Claim 4-7 consistent with the approved stipulation in the Bankruptcy Case.

WHEREAS, on February 12, 2021, United States Bankruptcy Judge Charles Novack of the Northern District of California approved the stipulation between the Trustee, the individual Plaintiffs and the putative class in satisfaction of Plaintiffs' claims with SSPBI in this case;

WHEREAS, on May 12, 2021, Plaintiffs reached a tentative settlement on behalf of themselves and the putative class with Lopez to fully resolve all remaining claims in this case in exchange for payment by Lopez in the amount of \$30,000;

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle all claims that were or could have been brought in the Complaints and in the Action;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such claims as follows:

#### **I. DEFINITIONS**

The terms defined above shall have the meanings therein given, for all purposed in this Joint Stipulation of Class and PAGA settlement, including in any exhibits hereto. The following defined terms used in this Joint Statement of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. "Agreement", "Settlement", "Settlement Agreement" and "Joint Stipulation" mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. "Class", "Class Members", "Settlement Class", or "Settlement Class Members" shall mean all persons employed by any of the Defendants or Released Parties in a Class Position, at any time during the Class Period.

1           3.     Class Administrator. “Class Administrator” means Simpluris, Inc., a third-party  
2 professional class action claims administrator, jointly selected by the Parties and/or appointed by  
3 the Court to perform the Class Administration Duties.

4           4.     Class Administrator Declaration. “Class Administrator Declaration” shall mean a  
5 declaration attesting, in detail, to the steps taken through the date of such declaration in performing  
6 the Class Administration Duties, that the procedures contemplated in Sections II.5 through II.7  
7 below are complete, and that the Class Administrator has all information needed to perform any  
8 remaining Class Administration Duties, including calculation of the amounts of the respective  
9 Eligible Class Member Shares.

10          5.     Class Administration Costs. “Class Administration Costs” shall mean the fees and  
11 expenses reasonably and necessarily incurred by the Class Administrator as a result of performing  
12 the Class Administration Duties. Class Administration Costs shall be paid from the Global  
13 Settlement Amount. Based on an estimate provided by the Class Administrator based on presently  
14 and reasonably available information, the Parties stipulate that Class Administration Costs shall  
15 be up to \$5,000. Should any actual Class Administration Costs turn out to be less than the projected  
16 amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be  
17 distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class  
18 Member Workweeks. Should any actual reasonable and necessary Class Administration Costs be  
19 more than the above estimate amount, the Parties stipulate that the Class Administrator should be  
20 paid such amounts, the Parties will apply to the Court for an adjustment, with any additional Class  
21 Administration Costs to be paid from the Global Settlement Amount, accompanied by a  
22 corresponding reduction in another or other elements of the Global Settlement Amount, to be  
23 approved by the Court as part of Final Approval.

24          6.     Class Administration Duties. “Class Administration Duties” shall mean the duties  
25 of the Class Administrator as set forth in this Agreement and as may be ordered by the Court.

26          7.     Class Certification. “Class Certification” shall mean certification of the Class  
27 pursuant to Cal. Code. Civ. Proc. § 382 and other applicable law, for purposes of this Settlement  
28 only, without prejudice to Lopez’s ability to oppose or otherwise challenge such certification,

1 except that Lopez shall not so oppose or otherwise challenge such certification for purposes of  
2 performing Lopez's duties under this Settlement, which include to make all reasonable efforts to  
3 give such Settlement full force and effect.

4 8. Class Counsel. "Class Counsel" refers collectively to: Yosef Peretz (State Bar No.  
5 209288) and Shane Howarter (State Bar No. 311970) of Peretz & Associates, 22 Battery St., Suite  
6 200, San Francisco, California 94111, and Martin Horowitz (State Bar No. 79073) of Horowitz &  
7 Rubinoff, 180 Grand Ave., Suite 1380, Oakland, CA 94612.

8 9. Class Counsel Fees and Costs. "Class Counsel Fees and Costs" shall mean an  
9 amount of thirty-eight percent (38%) of the Global Settlement Amount subject to Court approval,  
10 in addition to actual costs and expenses incurred by Class Counsel related to the Action as  
11 supported by declaration. This total amount is inclusive of attorneys' fees and estimated litigation  
12 costs. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified Settlement  
13 Fund by the Class Administrator. Such payment of Class Counsel Fees and Costs shall be deemed  
14 to be full satisfaction of any obligations by Lopez to pay any attorneys' fees, attorney costs and/or  
15 other fees or costs to Plaintiffs, Class Members, and/or Class Counsel in relation to the Action.  
16 Any future adjustments to the amount of the Class Counsel Fees and Costs, including by the Court,  
17 shall not constitute a basis for this Settlement being void or Void *Ab Initio*, unless such adjustment  
18 shall have the effect of increasing the Global Settlement Amount, whereupon this Settlement will  
19 be voidable by Lopez as provided in this Agreement.

20 10. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to  
21 Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in Exhibit "A"  
22 hereto, and distributed by the Class Administrator in accordance with Section II.6 below.

23 11. Class Member Objection. "Class Member Objection" shall mean a Class  
24 Member's objection made pursuant to the provisions of Section II.7 below.

25 12. Class Member Objector. "Class Member Objector" shall mean a Class Member  
26 who submits a Class Member Objection. A Class Member Objector shall not be considered an  
27 Opt-Out unless he or she submits a valid Opt-Out Request.

28 13. Class Member Work Week. "Class Member Work Week" shall mean a Work Week

1 in which a Class Member was employed by and performed work for Defendants in California in a  
2 Class Position during the Class Period. The Class Administrator shall thus calculate the total  
3 number of Class Member Work Weeks accordingly.

4 14. Class Period. “Class Period” shall refer to the time period from July 2, 2014 through  
5 the Date of Preliminary Approval.

6 15. Class Position. “Class Position” shall mean all persons who worked for Defendants  
7 as hourly, non-exempt tutors, or other similar positions, classified as an hourly non-exempt  
8 employee in the State of California during the Class Period.

9 16. Complaints. “Complaints” shall mean Plaintiffs’ Complaint, and the PAGA Claim,  
10 and the PAGA Notice collectively, and shall collectively be incorporated herein by reference as  
11 though fully set forth.

12 17. Court. “Court” refers to the above-referenced Court, or any such further courts,  
13 arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

14 18. Date of Preliminary Approval. The “Date of Preliminary Approval” means the day  
15 on which the Court signs and enters its order granting Preliminary Approval.

16 19. Defendants’ Counsel. “Defendants’ Counsel,” “Defense Counsel” or “Counsel for  
17 Defendant” shall mean Lopez’ counsel, Shea & McIntyre, A P.C., 2166 The Alameda, San Jose,  
18 California 95126, and the attorneys in such firm including John F. McIntyre, Jr. (State Bar No.  
19 172128), and Kevin R. Elliott (State Bar No. 276295).

20 20. Effective Date. “Effective Date” shall mean the date on which all of the following  
21 have occurred:

22 (a) Full execution of this Agreement by all parties, and expiration of any  
23 applicable revocable periods related to such signature;

24 (b) All provisions of Rule 3.769 of the California Rules of Court have been  
25 complied with;

26 (c) Entry by the Court of Preliminary Approval;

27 (d) Receipt by Lopez of written notice of such entry of Preliminary Approval  
28 pursuant to the California Code of Civil Procedure and the California Rules of Court, or Lopez’s

1 express waiver of such notice;

2 (e) Completion of all those Class Administration Procedures which this  
3 Settlement dictates will take place in advance of the Final Approval Hearing;

4 (f) The Court setting and conducting a Final Approval Hearing pursuant to  
5 Rule 3.769(g) of the California Rules of Court;

6 (g) Entry by the Court of an order of Final Approval of the Settlement and a  
7 Judgement;

8 (h) Receipt by Lopez of written notice of such entry of Final Approval and  
9 Judgement, or Lopez's express waiver of such notice; and

10 (i) Final Approval has become Final. For purposes of this provision, "Final"  
11 means:

12 (1) if no Class Member Objections are made and/or are made and  
13 withdrawn, the date the Court enters its order granting Final Approval of the settlement and  
14 Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

15 (2) if any Class Member Objections are made and not withdrawn, and  
16 if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of  
17 Judgment;

18 (3) if rehearing, reconsideration, and/or appellate review of the  
19 Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate  
20 review have been exhausted and no further rehearing, reconsideration, or appellate review is  
21 permitted, and the time for seeking such review has expired, and the Judgment has not been  
22 modified, amended, or reversed in any way; or

23 (4) if a Class Member Objector appeals from any ruling by the Court  
24 overruling such objection in whole or in part, the date when the Court's order of Final Approval  
25 and Judgment have been affirmed on appeal.

26 21. Eligible Class Member. "Eligible Class Member" means a Class Member who is  
27 not an Opt-Out.

28 22. Eligible Class Member Share. "Eligible Class Member Share" shall mean the

1 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member,  
2 according to the following method: first, dividing the Net Settlement Amount by the total number  
3 of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying  
4 the resulting Eligible Work Week Rate by the total number of Eligible Work Weeks for each  
5 respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to  
6 legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net  
7 Settlement Amount will be sent in a second round of checks to all Eligible Class Members who  
8 cashed their initial check. The second round of payment will take the total unclaimed funds and  
9 pro-rate the amount to each Eligible Class Member who cashed their initial check by number of  
10 Eligible Work Weeks, in the same method as the first round so long as the check is no less than  
11 \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed  
12 upon *cy-pres* organization which supports “projects that will benefit the class or similarly situated  
13 persons, or that promote the law consistent with the objectives and purposes of the underlying  
14 cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal  
15 services to the indigent” pursuant to Cal. Code. Civ. Proc. § 384. The unclaimed funds shall not  
16 revert back to Lopez. As to the Plaintiffs, the amount of their Eligible Class Member Shares is in  
17 addition to any Court-approved Named Plaintiffs Enhancements.

18       23.     Eligible Class Member Work Week. “Eligible Class Member Work Week” shall  
19 mean a Class Member Work Week during which an Eligible Class Member worked in a Class  
20 Position.

21       24.     Eligible Class Member Work Week Rate. “Eligible Class Member Work Week  
22 Rate” shall mean the amount calculated by the Class Administrator as due to each Eligible Class  
23 Member for each Eligible Class Member Work Week.

24       25.     Final Approval. “Final Approval” shall mean an order of the Court finally  
25 approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting  
26 Class Certification.

27       26.     Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a  
28 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California

1 Rules of Court.

2 27. Global Settlement Amount. “Global Settlement Amount” means the total combined  
3 sum of the Lopez Settlement Amount and the SSPBI Settlement Amount, which will be  
4 approximately \$170,000.

5 28. Judgment. “Judgment” means a Judgment of the Court in accordance with Rule  
6 3.769(h) of the California Rules of Court.

7 29. Lopez Settlement Amount. “Lopez Settlement Amount” means the total amount of  
8 Thirty Thousand United States Dollars and Zero Cents (\$30,000.00) sum Lopez shall pay as a  
9 consequence of this Settlement. The Lopez Settlement Amount is the maximum amount that shall  
10 be paid by Lopez. Lopez is not obligated and shall not pay any taxes or fees to any government  
11 agencies and/or tax authorities in relation to any payments pursuant to this Agreement. Employer’s  
12 taxes shall be paid solely from the SSPBI Settlement Amount.

13 30. LWDA. The “LWDA” shall mean the California Labor and Workforce  
14 Development Agency.

15 31. LWDA Fund. “LWDA Fund” shall mean an amount payable to the LWDA, which  
16 shall be Three Thousand United States Dollars (\$3,000). This amount shall be deemed to be  
17 seventy-five percent (75%) of an overall amount of Two Thousand Two Hundred Fifty United  
18 States Dollars (\$2,250.00) of the Global Settlement Amount which shall be allocated to PAGA  
19 penalties. The remaining amount of such allocation, Seven Hundred Fifty United States Dollars  
20 (\$750) shall be deemed part of the Net Settlement Amount and shall be accordingly distributed to  
21 each Class Member, regardless of whether they opt-out of being an Eligible Class Member, as  
22 consideration for release of the PAGA claims, proportionate to their number of Eligible Class  
23 Member Workweeks. Payment to Class Members from the LWDA Fund shall be made through  
24 the same method described in Paragraph 21.

25 32. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of  
26 Two Hundred Fifty United States Dollars (\$250) referenced in Section I.29 above.

27 33. Named Plaintiffs Enhancement. “Named Plaintiffs Enhancement” shall mean the  
28 amount approved by the Court to be paid to Plaintiffs Irene Cline, Lynn Cho, Desiree Pacheco,



1 and Itzel Marlene Diaz, in addition to their individual Eligible Class Member Shares, in  
2 consideration for their effort in coming forth as a class and PAGA representative, and in  
3 consideration for their General Release, as defined herein. The Parties agree that such amounts  
4 shall be Four Thousand United States Dollars (\$4,000) each, subject to the Court's approval.

5 34. Net Settlement Amount. "Net Settlement Amount" shall mean the Global  
6 Settlement Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c)  
7 the LWDA Fund, and (d) the Named Plaintiff Enhancement.

8 35. Notice Packet: "Notice Packet" shall mean a packet mailed by the Class  
9 Administrator pursuant to Section II.6 below, containing the Class Notice, and any other  
10 accompanying documents required by this Settlement and/or Preliminary Approval.

11 36. Opt-Out(s). "Opt-Out(s)" refers to Class Members who have submitted an Opt-Out  
12 Request.

13 37. Opt-Out Request. "Opt-Out Request" means a timely and valid written request for  
14 exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.7 below.

15 38. PAGA. "PAGA" means the California Labor Code Private Attorneys General Act  
16 of 2004, Cal. Lab. Code §§ 2698, *et seq.*

17 39. Party. "Party" shall mean, individually, one of the Parties, and each of them.

18 40. Parties. "Parties" shall mean Plaintiffs, Class Members and Lopez collectively.

19 41. Preliminary Approval. "Preliminary Approval" shall mean an order of the Court  
20 preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court,  
21 granting conditional Class Certification for purposes of the Class Administration Procedures,  
22 certifying Class Counsel, approving the form of Class Notice, establishing Class Administration  
23 Procedures, and scheduling a Final Approval Hearing.

24 42. QSF / Qualified Settlement Fund. "QSF" or "Qualified Settlement Fund" shall  
25 mean the Qualified Settlement Fund established by the Class Administrator for the payment of the  
26 Settlement Payment Amount.

27 43. Released Claims. The term "Released Claims", as applied to releases by Eligible  
28 Class Members, shall mean "any and all facts and claims asserted in the Action or any other

1 claims, demands, obligations, actions, causes of action, liabilities, debts, promises,  
2 agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected,  
3 filed or unfiled, that they may have or had arising out of any known or unknown fact,  
4 condition or incident occurring prior to the end of the Class Period that could have been  
5 asserted based on the facts alleged in the Action, including but not limited to any and all  
6 claims for PAGA penalties, for failure to pay all wages earned for hours worked in violation  
7 of California Labor Code §§ 204, 218.5 and 218.6 and IWC wage orders, for failure to pay  
8 all necessary expenditures in violation of California Labor Code § 2802, for failure to provide  
9 meal periods in violation of California Labor Code §§ 226.7, 512, and 1198, and IWC wage  
10 orders, for failure to provide rest periods in violation of California Labor Code §§ 226.7,  
11 1198, and IWC wage orders, for failure to pay overtime wages in violation of §§ 510, 1194,  
12 1198, and IWC wage orders, for penalties for failure to pay earned wages upon discharge  
13 pursuant to California Labor Code § 203, for penalties for failure to provide itemized wage  
14 statements pursuant to California Labor Code §§ 226, 1198, and IWC wage orders, for  
15 penalties for California Labor Code violations pursuant to PAGA, and for unlawful, unfair,  
16 and fraudulent business practices in violation of California Business & Professions Code §§  
17 17200, *et seq.* Regardless of whether Class Members opt-out of the Class Settlement, this  
18 Settlement shall release all PAGA claims as alleged on behalf of all Class Members.

19       The term "Released Claims" or "General Release," as applied to the Named Plaintiffs, shall  
20 refer to the Named Plaintiffs' additional general release of all claims, known or unknown as  
21 follows: Named Plaintiffs release Lopez, the Released Parties, and each of their respective  
22 subsidiaries, affiliates, predecessors or successors in interest, officers, directors, owners,  
23 managers, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of  
24 them, from all claims, demands, rights, liabilities and causes of action of every nature and  
25 description whatsoever, known or unknown, asserted or that might have been asserted, whether in  
26 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,  
27 relating to, or in connection with any act or omission by or on the part of Lopez.

28       With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the

Effective Date, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

Section 1542. [Certain Claims Not Affected By General Release.]  
A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims. Notwithstanding the foregoing provisions, the General Release by Named Plaintiffs does not constitute a waiver of any claims that cannot by law be waived, including claims for workers' compensation, disability insurance, or unemployment insurance.

44. Released Parties. The term "Released Parties", shall mean Defendant Felicia Lopez and her predecessors, successors, and assigns, current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all other claiming through and by any of them.

45. Settlement Payment Amount. "Settlement Payment Amount" means the Global Settlement Amount, consisting of several elements including, without limitation: Eligible Class Member Shares, Class Administration Costs, the Named Plaintiff Enhancements, the LWDA Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members' portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement.

46. SSPBI Settlement Amount. "SSPBI Settlement Amount" means the amount paid out to Plaintiffs and the putative class as the result of SSPBI's bankruptcy and the stipulation reached between Class Counsel and the trustee for SSPBI's bankruptcy action which shall include all employer's taxes, contributions, fees and any other amounts due to government agencies and/or tax authorities in relation to any payments pursuant to this Agreement. The amount received as a

1 distribution from SSPBI's estate is yet to be finally determined but is estimated to be between  
2 \$135,000 and \$145,000.

3 47. Void Ab Initio. "Void *Ab Initio*" shall mean a circumstance in which this  
4 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement  
5 had never been entered into. Such circumstance will be deemed to exist only if any of the following  
6 having occurred: (a) the Court has so ordered; (b) any of the Parties has materially breached this  
7 Agreement and either such breach cannot be cured, or after reasonable notice to the breaching  
8 Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching  
9 Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated  
10 in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-  
11 curable breach is non-material; (c) conditions have become such (including, for example, that the  
12 Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot  
13 occur in the future; (d) if more than ten percent (10%) of the putative Class Members opt out;  
14 and/or (d) as otherwise specifically provided for in this Agreement.

15 48. Work Week. "Work Week" shall mean a continuous period of seven (7) calendar  
16 days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are  
17 also within the Class Period.

## 18 **II. TERMS AND CONDITIONS OF SETTLEMENT**

19 In addition to the definitional elements set forth above, the terms and conditions of the  
20 class settlement shall be as follows:

21 1. Contentions and Defenses: Compromise. The Parties have determined that this  
22 Settlement represents a fair and reasonable compromise of disputed claims for wages and other  
23 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties  
24 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named  
25 Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to  
26 which they or the Class would be entitled if the Actions were to be further litigated. Lopez does  
27 not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class would  
28 be entitled to any relief whatsoever. Neither Named Plaintiffs nor Lopez admit to any unlawful

1 conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and seek  
2 all available forms of relief should this Settlement not be given effect.

3 4. Preliminary Approval. As soon as possible following execution of this Agreement,  
4 Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith  
5 a proposed order and any necessary declarations in support of Preliminary Approval. The Parties  
6 shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

7 5. Class Administration Procedures – Class List. Within fourteen (14) days of Lopez’s  
8 receipt of notice of entry of Preliminary Approval, Lopez shall cause to be delivered by email or  
9 otherwise to the Class Administrator a list of the Class Members that includes their names, last  
10 known home address(es), full social security numbers, and dates of employment with Defendants  
11 in a Class Position during the Class Period, all of which information shall be based upon reasonably  
12 available business records and/or the best reasonably available personal knowledge of Lopez.

13 6. Class Administration Procedures – Notice to Class.

14 Prior to notifying Class Members of their award, the Class Administrator will calculate the  
15 estimated Eligible Class Member Shares of each respective Class Member, based upon an  
16 assumption that all Class Members will become Eligible Class Members, that no Class Member  
17 Objections, Opt-Out Requests, or other disputes pursuant to Section II.7 below will be submitted,  
18 and that no Class Members will be added to the Class. The approximate amounts of such estimated  
19 Eligible Class Member Shares will be disclosed on an individual basis in each Class Member’s  
20 respective Class Notice, along with the basis of the calculation of such shares in relation to the  
21 number of Class Member Work Weeks for each such Class Member.

22 Within ten (10) days after delivery of the information described in Section II.5 above, the  
23 Class Administrator will mail a Notice Packet to each Class Member via email (if available to  
24 Lopez) and United States Mail, first class, postage pre-paid to each Class Member’s last-known  
25 address.

26 If any mailed Notice Packets are returned as undeliverable, then the Class Administrator  
27 shall have forty-five (45) days from receipt of notice that a Notice Packet was undeliverable to  
28 perform one “skip trace” or similar search and to re-mail the same Notice Packet (or a true and

1 correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S.  
2 Mail indicating on the Notice the date it was re-mailed, and including written notice that a Class  
3 Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out  
4 Request.

5 If the process set forth in this paragraph and any other procedures ordered by the Court are  
6 followed, the Class Notice will be deemed to have been adequately provided to all Class Members.  
7 In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does  
8 not receive the Notice Packet, the intended recipient shall remain a Class Member, and will be  
9 deemed an Eligible Class Member, unless such intended recipient submits a Class Member  
10 Objection or Opt-Out Request.

11 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,  
12 and Disputes Concerning Class Member Status and Number of Class Member  
13 Work Weeks

14 (a) *Class Member Objections – Filing and Service:* Any member of the  
15 Settlement Class who wishes to make a Class Member Objection must give written notice to the  
16 Class Administrator, with such notice being received by the Class Administrator within sixty (60)  
17 days of mailing of the Notice Packets to the Class Members. Such written notice shall contain the  
18 relevant Class Member's name, address, telephone number, and signature, as well as a statement  
19 to the effect that the Class Member objects to the settlement, the basis and/or reason for such  
20 objection. A signature by the relevant Class Member's authorized representative, such as an  
21 attorney, is sufficient. Timely Class Member Objections will not be rejected for technical reasons  
22 or deficiencies.

23 (b) *Class Member Objections – Responses:* Upon receipt of any documents  
24 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such  
25 documents to Class Counsel and Defendants' Counsel by e-mail and United States Mail. Following  
26 receipt of such documents, Class Counsel and Defendants' Counsel shall confer regarding such  
27 documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in  
28 a separate document along with their motion for Final Approval, a joint statement, not to exceed

1 ten (10) pages, containing the Parties' points and authorities in response to such documents  
2 purporting to be Class Member Objections, along with copies of such Class Member Objections.  
3 If the Parties' responses differ in any respect, the jointly-held positions shall be set forth in a  
4 separately entitled section, and the differently-held positions shall be set forth in further separately-  
5 entitled sections of the joint response. The Parties may attach evidence to the joint response, which  
6 shall not count toward the page limit. If the volume of documents purporting to be Class Member  
7 Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the  
8 Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should  
9 the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member  
10 Objections (or should the Parties receive them less than ten (10) days prior to any due date for the  
11 motion for Final Approval), the Parties may file a further such joint response at any time prior to  
12 the Final Approval Hearing, but in any event not later than ten (10) days after receiving such  
13 untimely documents.

14           (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to  
15 make an Opt-Out Request must deliver written notice (to include the relevant Class Member's  
16 name, address, telephone number, and signature) to such effect to the Class Administrator, with  
17 such notice being received by the Class Administrator within sixty (60) days of mailing of the  
18 Notice Packets to the Class Members. A signature by the relevant Class Member's authorized  
19 representative, such as an attorney, is sufficient. Such written notice shall set forth a statement to  
20 the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive  
21 funds pursuant to the Settlement. Timely Opt-Out Requests will not be rejected for technical  
22 reasons or deficiencies. The Class Administrator shall give Class Counsel and Defendant's  
23 Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out  
24 Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties  
25 wish to dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify  
26 the Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10) days of  
27 receiving such documents, and in so doing they shall state the factual and legal basis for such  
28 dispute. Prior to the deadline for submitting its declaration described in Section II.8 below, the

1 Class Administrator shall make a determination as to the validity of the disputed Opt-Out Requests,  
2 and shall set forth its determinations in such declaration. The Class Administrator's decisions in  
3 such regard shall be final and binding.

4 (d) *Disputes Concerning Class Member Status:* Should any person who does  
5 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class  
6 Member, such person shall notify the Class Administrator, no later than sixty (60) days after the  
7 Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall forthwith  
8 send any such documents to Defendants' Counsel via email and/or United States Mail. Upon  
9 receipt of such notice, Lopez shall investigate the matter, including with reference to business  
10 records, and shall determine whether the person is a Class Member. Then, within ten (10) days of  
11 receipt of such notice, Lopez shall notify the Class Administrator as to its determination of the  
12 person's status as a Class Member. Lopez's determination in such regard shall control. If the  
13 person is determined to be a Class Member, the Class Administrator shall mail that person a Notice  
14 Packet, whereupon the same procedures for submitting Class Member Objections, Opt-Out  
15 Requests, and Disputes Concerning Work Weeks set forth in this Agreement shall apply to such  
16 person.

17 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent  
18 to each Class Member shall separately set forth that person's estimated number of Class Member  
19 Work Weeks, which will be calculated based on Defendants' records as held by Lopez. If for any  
20 reason a Class Member disagrees with such estimate, such Class Member shall deliver written  
21 notice to such effect to the Class Administrator, with such notice being received by the Class  
22 Administrator within sixty (60) days of mailing of the Notice Packets to the Class Members. Such  
23 notice shall set forth the Class Member's basis for such disagreement, including any and all  
24 documents supporting such basis. Upon receipt of such notices, the Class Administrator shall  
25 forthwith send it to Defendant's Counsel, via e-mail and United States Mail. Lopez shall  
26 investigate the matter, including by examining SSPBI's business records, and shall, within ten (10)  
27 days of receiving notice, inform the Class Administrator as to its determination regarding the Class  
28 Member's number of Class Member Work Weeks. In the event that the Class Member does not



1 provide any supportive documentation, Lopez's determination shall control. In the event that the  
2 Class Member does provide supportive documentation, Lopez shall, within the same ten (10) day  
3 period, either notify the Class Administrator that she stipulates to the Class Member's assertions  
4 regarding his or her number of Class Member Work Weeks, or shall notify them that she disputes  
5 such assertions, and shall provide the Class Administrator with her proposed determination, and  
6 the factual basis therefor, and any supporting documentation. The Class Administrator shall then  
7 determine the Class Member's number of Class Member Workweeks, and its determinations shall  
8 control.

9 (f) Named Plaintiffs hereby agree that they will not submit a Class Member  
10 Objection or an Opt-Out Request. Any submissions by Named Plaintiffs purporting to be a Class  
11 Member Objection or an Opt-Out Request shall be null and void.

12 (g) No determinations by Lopez, the Class Administrator, the Court, or any  
13 other person or entity pursuant to this Section II.7 shall have the effect of increasing the amount  
14 of the Lopez Settlement Amount. Rather, any additional amounts to be distributed to any Class  
15 Member as a result of the resolution of such disputes shall be made in conjunction with and subject  
16 to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with  
17 specific amounts to be determined by the Class Administrator.

18 8. Class Administration Procedures – Class Administrator Declaration. Within ten  
19 (10) days of the expiration of all the time periods provided for in Sections II.5 through II.7 above,  
20 the Class Administrator shall provide Class Counsel and Defendants' Counsel with the Class  
21 Administrator Declaration. Should the Class Administrator be unable to provide the Class  
22 Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendants'  
23 Counsel, who shall cooperate with the Class Administrator to forthwith remedy any such inability.

24 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's  
25 receipt of the declaration required of the Class Administrator by Section II.8 above; or (b) sixteen  
26 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon Lopez  
27 and the Class Administrator a motion for Final Approval, and shall include the Class  
28 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the

1 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen  
2 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts  
3 to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel  
4 is unable to do so, or if Class Counsel otherwise believe based on other circumstances they will  
5 not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency  
6 relief from the Court in the form of shortening of the time for filing and serving the Motion for  
7 Final Approval, or re-scheduling of the Final Approval Hearing. Lopez shall cooperate in the  
8 seeking and obtaining of such relief.

9 10. Release. The Settlement includes a release of Released Claims against the Released  
10 Parties for the Class Period. Each Eligible Class Member shall be deemed, as of the Effective Date,  
11 to have provided and to be subject to the release of Released Claims against the Released Parties  
12 set forth in herein. Named Plaintiffs additionally agree that as of the Effective Date, each of them  
13 will be deemed to have provided and to be subject to the General Release in favor of the Released  
14 Parties set forth herein.

15 11. Enforcement. This Agreement is enforceable pursuant to California Rule of Court  
16 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the  
17 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,  
18 attorney's fees. Provided however, that the aggrieved Party shall be required to give notice to the  
19 opposing Party and meet and confer regarding the alleged breach before filing any motion, or  
20 application for enforcement of, this Agreement.

21 12. Taxation and Withholding; Settlement Checks.

22 (a) *Allocation*. The Parties agree that one-third (1/3) of the Net Settlement  
23 Amount shall be allocated to Form W-2 wages, One-third (1/3) of the Net Settlement Amount  
24 shall be allocated to interest subject to Form 1099 report, and one-third (1/3) of the Net Settlement  
25 Amount be allocated to penalties (including the LWDA Fund Remainder) and other non-wages  
26 subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible  
27 Class Member Shares. This allocation is for purposes of this Settlement only. The Class  
28 Administrator will pay from the QSF each Eligible Class Member Share, the Eligible Class

1 Members' shares and the Employer's share of payroll taxes, deductions, contributions, and other  
2 amounts required to be paid to government agencies and/or tax authorities. The payment of such  
3 taxes, deductions, contributions and other amounts shall be calculated based upon Defendants'  
4 reasonably available records. The Class Administrator shall provide reasonable notice to  
5 Defendants' Counsel of any records required for purposes of computing taxes, deductions,  
6 contributions and other amounts, and Lopez shall undertake reasonable efforts to provide the Class  
7 Administrator with same. The Class Administrator shall provide, as appropriate, an IRS Form W-  
8 2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member  
9 payee.

10 (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that  
11 (1) no provision of this Agreement, and no written communication or disclosure between or among  
12 the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any  
13 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
14 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party  
15 (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice  
16 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement  
17 based upon the recommendation of any other Party or any Counsel or advisor to any other Party,  
18 and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or  
19 advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no  
20 attorney or advisor to any other Party has imposed any limitation that protects the confidentiality  
21 of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally  
22 binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction,  
23 including any transaction contemplated by this Agreement. Neither Class Counsel nor Lopez or  
24 their Counsel will provide tax or financial advice, and Class Members are advised to seek  
25 independent professional advice as to the tax or financial consequences of any payment they  
26 receive, or may receive, as Class Members.

27 (d) *Non-Negotiated Instruments of Payment.* The expiration date of any  
28 instruments of payment issued by the Class Administrator to Eligible Class Members will be one

1 hundred eighty (180) days from the date such instruments are issued and sent.

2 13. Payment of the Lopez Settlement Amount. Upon the Effective Date, the Class  
3 Administrator shall forthwith establish all financial accounts necessary to establish the Qualified  
4 Settlement Fund, and shall promptly notify Defendants' Counsel and Class Counsel by email that  
5 such accounts have been established and of the payment details necessary to fund the Qualified  
6 Settlement Fund. Within fifteen (15) business days of receipt of such notice from the Class  
7 Administrator, and provided that the Effective Date has occurred, Lopez shall make payment of  
8 the Lopez Settlement Amount. Within ten (10) days after all funds necessary to fully fund the  
9 Qualified Settlement Fund are in the accounts established by the Class Administrator and are  
10 available for disbursement, the Class Administrator shall disburse, pursuant to this Settlement and  
11 other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class  
12 Member, as well as the LWDA Fund, the Named Plaintiffs' Enhancements, the Class  
13 Administration Costs, taxes to the appropriate taxing agency and the Class Counsel Fees and Costs.  
14 In disbursing the LWDA Fund, the Class Administrator shall also submit to the LWDA any  
15 information or documentation required for such disbursement, such as a copy of the Court's Final  
16 Approval order. The Class Administrator shall promptly notify Class Counsel and Defendants'  
17 Counsel by email that such disbursements and submissions have been made.

18 14. Cooperation and Reasonable Modifications. The Parties and their respective  
19 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the  
20 conditions set forth in this Agreement, including without limitation, timely filing of all motions,  
21 papers and evidence necessary to do so, and refraining from causing or encouraging directly or  
22 indirectly the submission of any objection to this Agreement, the submission of any Class Member  
23 Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of  
24 any order or judgment contemplated by the Settlement. This Agreement contemplates that the  
25 Court and the Parties may make reasonable modifications to the Agreement in order to effect its  
26 essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall  
27 not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable  
28 modifications and take all necessary steps to give them effect.

1           15.     Warranty of Authority. The undersigned each represent and warrant that each has  
2 authority to enter into this Settlement, and that by doing so they are not in breach or violation of  
3 any agreement with any third parties. The Parties further agree that the Actions shall be stayed in  
4 all respects until the final payment called for by this Settlement is made pending the occurrence or  
5 failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval  
6 and Final Approval.

7           16.     Other Actions Enjoined. Lopez shall have the right to request, and Named Plaintiffs  
8 nor their Counsel will not oppose, that the Court enter an order that pending Final Approval, Class  
9 Members who do not opt-out of the Settlement are barred from instituting or prosecuting any  
10 claims or actions against the Released Parties which fall within the definition of the Released  
11 Claims and that any pending actions against the Released Parties, whether in court or arbitration,  
12 are stayed on an interim basis only as to any claims which fall within the definition of the Released  
13 Claims.

14           17.     Notices to Counsel. All notices, requests, demands and other communications  
15 required or permitted to be given pursuant to this Agreement shall be in writing and shall be  
16 delivered personally or mailed, postage prepaid, by first-class United States mail, to the  
17 undersigned persons at their respective addresses as set forth herein (and, to the extent notice by  
18 email is called for, the below email addresses shall be used:

Counsel for Plaintiffs:	Counsel for Defendant:
YOSEF PERETZ, SBN 209288 yperetz@peretzlaw.com	JOHN F. MCINTYRE, JR., SBN 172128 jmcintyre@sheamcintyre.com
SHANE HOWARTER, SBN 311970 showarter@peretzlaw.com	KEVIN R. ELLIOTT, SBN 276295 kelliott@sheamcintyre.com
<b>PERETZ &amp; ASSOCIATES</b> 22 Battery Street, Suite 200 San Francisco, California 94111-3712 Telephone: (415) 732-3777 Facsimile: (415) 732-3791	<b>SHEA &amp; MCINTYRE, A P.C.</b> 2166 The Alameda San Jose, California 95126-1144 Telephone: (408) 298-6611 Facsimile: (408) 275-0814
MARTIN HOROWITZ, SBN 79073 mhorowitz@h-rlegal.com	

**HOROWITZ & RUBINOFF**  
180 Grand Avenue, Suite 1380  
Oakland, California 94612-3750  
Telephone: (510) 444-7717

18. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

19. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

20. Waiver of Appeals. The Parties and Class Members agree to waive any appellate rights; provided, however, that Plaintiffs may appeal any reduction in the Attorneys' Fees and/or Cost award. The outcome of any proceeding related to Class Counsel's application for Attorneys' Fees and Costs shall not terminate this Joint Stipulation or otherwise affect the Court's ruling on the motion for Final Approval.

21. No Assignment. Class Counsel and Plaintiffs, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action, or any related action.

22. No Admission. The Parties enter into this Agreement to resolve the dispute that has

1 arisen between them and to avoid the burden, expense and risk of continued litigation. In entering  
2 into this Agreement, Defendants do not admit, and specifically deny, that they violated any federal,  
3 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
4 any other applicable laws, regulations or legal requirements; breached any contract; violated or  
5 breached any duty; engaged in any misrepresentation or deception; or engaged in any other  
6 unlawful conduct with respect to their employees. This Agreement is not an admission of liability  
7 by Defendants or any of the Released Parties. Except as necessary in a proceeding to enforce the  
8 terms of this Agreement, this Agreement and its terms and provisions will not be offered or  
9 received as evidence in any action or proceeding to establish any liability or admission on the part  
10 of Defendants or to establish the existence of any condition constituting a violation of, or a non-  
11 compliance with, federal, state, local or other applicable law.

12 20. Counterparts. This Agreement may be executed in counterparts by way of true and  
13 correct copies (including PDF's or other electronic images) of signatures, each of which shall have  
14 the same force and effect as an original, and all of which together shall constitute one and the same  
15 instrument.

16 Respectfully submitted,

17 Dated: 7/21, 2021

SHEA & McINTYRE, A P.C.

18  
19 By:

JOHN F. McINTYRE, JR.  
KEVIN R. ELLIOTT  
Attorneys for Defendants  
SI SE PUEDE BEHAVIORAL, INC. a.k.a.  
SOCIALLY SIGNIFICANT PROGRAMMING  
FOR BEHAVIORS, INC., and FELICIA LOPEZ

20  
21  
22  
23 Dated: 7/22, 2021

PERETZ & ASSOCIATES

24  
25 By:

YOSEF PERETZ  
SHANE HOWARTER  
Attorneys for Plaintiffs  
IRENE CLINE, LYNN CHO, DESIREE  
PACHECO, and ITZEL MARLENE DIAZ

**PLAINTIFFS**

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2 Dated: 7/20/2021

DocuSigned by:  
Irene Cline  
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3  
4 Dated: 7/20/2021

DocuSigned by:  
Lynn Cho  
D2C7B0889F61413...

5  
6 Dated: 7/20/2021

DocuSigned by:  
Desiree Pacheco  
230CEAE491074BC...

7  
8 Dated: 7/21/2021

DocuSigned by:  
Itzel Marlene Diaz  
EB79299DE0724A7...

**DEFENDANT**

9  
10  
11  
12 Dated:

Felicia Lopez



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**PLAINTIFFS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Irene Cline

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lynn Cho

Dated: \_\_\_\_\_

\_\_\_\_\_  
Desiree Pacheco

Dated: \_\_\_\_\_

\_\_\_\_\_  
Itzel Marlene Diaz

**DEFENDANT**

Dated: 07/21/2021

  
\_\_\_\_\_  
Felicia Lopez

## **EXHIBIT 2**

## PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

### Case Information

**Case Number:** LWDA-CM-593945-18  
**Plaintiff for PAGA Case:** Irene Cline, Lynn Cho, Desiree Pacheco, Itzel Marlene Diaz  
**Filer/Attorney for PAGA Case:** Shane Howarter  
**Law Firm for PAGA Plaintiff:** Peretz & Associates  
**Employer:** Si Se Puede Behavioral, Inc.  
**Date Case Received:**  
**Filer for Employer:**  
**Employer Filer Firm:**  
**Court Type:**  
**Court Name:** Alameda Superior Court  
**PAGA Court Case Number:**  
**Violation Type:**  
**Related BOFE Case:**

### Attachments

Attachment Name	Description	Date Submitted	Type
Proposed Settlement Submitted on 07/22/2021 10:42:42 AM by Yosef Peretz	Cline Class Action and PAGA Settlement - FULLY EXECUTED.pdf	7/22/2021 5:42 PM	Proposed Settlement

# **EXHIBIT 3**

## **NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

***However, your legal rights are affected by whether you act or don't act, so read this notice carefully.***

**TO: All persons who worked for Si Se Puede Behavioral Intervention, Inc. a.k.a. Socially Significant Programming for Behaviors, Inc., as a Tutor, or another similar position, classified as an hourly non-exempt employee in the State of California from July 2, 2014 to [Insert Date of Preliminary Approval].**

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned class and representative action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All persons who worked for Si Se Puede Behavioral Intervention, Inc. a.k.a. Socially Significant Programming for Behaviors, Inc., as a Tutor, or another similar position, classified as an hourly non-exempt employee in the State of California from July 2, 2014 to [Insert Date of Preliminary Approval].

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p>If you do nothing and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in the Settlement. This Notice provides information about the settlement payments, the scope of the release, and updating your mailing address.</p> <p>You can read more about how your settlement payment will be calculated by going to [insert settlement website] and viewing the Proposed Settlement Agreement in its entirety.</p>

<p><b>OPT OUT</b></p>	<p>If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class. If you opt out of the Settlement and the Court grants final approval of the Settlement, you will not be sent any payment for your class claims or be bound by any release of your class claims through the Settlement. However, you will be mailed payment for your PAGA claims and will be bound by the release of PAGA claims in the Settlement. This Notice provides information about how to opt out, the deadline to opt out, and updating your mailing address. You can also find more detail about the scope of the class and PAGA claims in Sections 3 and 4 below.</p>
<p><b>OBJECT</b></p>	<p>If you object to the Settlement and the Court grants final approval of the Settlement, you will be mailed a check constituting payment for all of the claims resolved in this Settlement. You will also be bound by the release of all claims released in this Settlement. This Notice provides information about how to object, the deadline to object, the settlement payments, the scope of the release, and updating your mailing address.</p>
<p><b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b></p>	<p>The class and PAGA payments will be apportioned based on the number of workweeks each person worked for Si Se Puede Behavioral Intervention, Inc. in California between July 2, 2014 and <b>[Insert Date of Preliminary Approval]</b>. The number of workweeks Si Se Puede Behavioral Intervention, Inc.’s records reflect you worked in the relevant time period is set forth in Section 6 below. If you believe that you worked a different number of workweeks, you may submit a workweek dispute. You may submit a workweek dispute no matter how else you’ve responded to this Notice. This Notice provides information on how to submit a workweeks dispute and the deadline to submit a workweek dispute in Section 6 below.</p>
<p><b>UPDATE YOUR CONTACT INFORMATION</b></p>	<p>You can contact the Claims Administrator to update your contact information. If settlement payments are sent, they will be mailed to your address on file. It is important to keep your mailing address up to date if you want to receive a settlement payment.</p>

## WHAT INFORMATION IS IN THIS NOTICE

1. What Is This Case About? .....	Page 3
2. Why Have I Received This Notice?.....	Page 4
3. How Does This Settlement Affect My Legal Rights? .....	Page 4
4. How Do I Opt Out or Exclude Myself From This Settlement? .....	Page 4
5. How Do I Object to the Settlement? .....	Page 5
6. How Much Money Can I Expect to Receive From This Settlement?.....	Page 5
7. How Do I Dispute My Number of Workweeks? .....	Page 6
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9. How Can I Get More Information?.....	Page 6

### **1. What Is This Case About?**

This class and representative action entitled *Irene Cline, et al. v. Si Se Puede Behavioral, Inc., et al.* was commenced by Plaintiffs Irene Cline, Lynn Cho, Desiree Pacheco, and Itzel Marlene Diaz (the “Plaintiffs”) in the Alameda County Superior Court (Case Number RG-18911378) against Si Se Puede Behavioral Intervention, Inc. (“SSPBI”) and Felicia Lopez (“Defendants”) for alleged wage and hour claims on behalf of other hourly, non-exempt employees working for SSPBI. A class action means that the Plaintiffs seek to represent all similarly-situated employees who may have been subject to Defendants’ practices. A PAGA representative action means that Plaintiffs seek to enforce certain penalties contained in the California Labor Code by alleging claims against Defendants on behalf of on behalf of similarly-situated persons, the Labor and Workforce Development Agency (“LWDA”), and the State of California.

The various wage claims that Plaintiffs alleged include purported failure to pay all wages owed, failure to pay overtime, failure to provide meal and rest periods, failure to reimburse mileage accrued while working, and related claims including penalties under the California Labor Code. Plaintiffs allege that Defendants had a policy and practice of not paying employees for hours spent while driving on the job to avoid paying them for all time worked and earned overtime wages. Plaintiffs also allege that Defendants withheld meal and rest breaks required by law and failed to reimburse employees for all mileage driven while working.

Defendants expressly deny each and every allegation detailed above. Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. There has been no finding or determination of wrongdoing against Defendants. The Court has not made a determination on the merits of the above allegations.

To read the pleadings in this case, and for a full list of claims, visit: <http://www.alameda.courts.ca.gov/Pages.aspx/DomainWeb> and look up this case using the case number or parties’ names in the paragraph above.

Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong, and the Court has not made any determination in favor of the Plaintiffs or the Defendants in this case. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Prior to reaching this settlement, SSPBI filed for bankruptcy in the United States Bankruptcy Court for the Northern District of California (Case Number 20-41647). Plaintiffs reached an agreement with the court-appointed trustee of SSPBI’s estate to receive a distribution to them and the class that will cover some of the

claims against SSPBI in this case. U.S. Bankruptcy Judge Charles Novack approved that agreement on February 12, 2021.

## **2. *Why Have I Received This Notice?***

The Court has ordered the parties to this class and representative action to disseminate notice to the class to inform members of their options. Si Se Puede Behavioral Intervention, Inc.'s records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section 3 below.

**You are a Class Member if you are or ever were an hourly (non-exempt) employee of Si Se Puede Behavioral Intervention, Inc. a.k.a. Socially Significant Programming for Behaviors, Inc. as a Tutor, or another similar position, at any time from July 2, 2014 through [Insert Date of Preliminary Approval].**

The Superior Court of the County of Alameda has conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Judge [insert name of new judge], located at 1221 Oak Street, Oakland, California 94612, Department 21.

## **3. *How Does This Settlement Affect My Legal Rights?***

The Settlement provides payments to all Class Members in exchange for giving up the right to sue Defendants individually for the conduct described in the lawsuit (the "Released Claims").

The Released Claims are all claims asserted in the Action or any other claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses or expense, known or unknown, suspected or unsuspected, filed or unfiled, that Class Members that could have been asserted based on the facts alleged in the Action.

The time period for the Released Claims is the same as the Class Period, and runs from July 2, 2014 through [Insert Date of Preliminary Approval].

## **4. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Claims Administrator. The written request for exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of the Class, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Claims Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline]. You must mail your request for exclusion to the Claims Administrator at [address].

By opting out, you will not receive a full settlement payment and will be able to pursue your individual claims against Defendants in a separate lawsuit. Regardless of whether or not you opt out of the full settlement, you will not be able to pursue a representative action under the Private Attorneys' General Act ("PAGA"), Labor Code § 2699, for your employment claims with Defendants covered by this lawsuit. PAGA representative lawsuits are brought by individuals on behalf of similarly situated persons, the LWDA and the State of California. Payments



from the Gross Settlement Fund are being made to the LWDA and to you in exchange for a release of PAGA claims, irrespective of whether or not you opt out of the broader Settlement.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members). Due to SSPBI's bankruptcy, there likely will not be any money available to those who opt out of the settlement and choose to file their own lawsuit.

#### **5. *How Do I Object to The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written Objection and mailing it to the Claims Administrator at [address] postmarked by [the Response Deadline]. The Objection must state: (a) your full name, address, telephone number and signature (or signature of your authorized representative); and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Claims Administrator by sending his/her written objections to the Claims Administrator, postmarked no later than [the Response Deadline].

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Claims Administrator postmarked on or before on or before [the Response Deadline].

If the Court approves the Settlement, Class Members who object will be mailed a settlement payment for the class and PAGA claims and will be bound by the terms of the Settlement, including the full release of claims.

#### **6. *How Much Money Can I Expect to Receive From This Settlement?***

The Settlement provides for a Gross Settlement Amount of \$170,250.21. Plaintiffs will request disbursements of \$64,695 for attorneys' fees and costs; \$4,000 each, totaling \$16,000 for Named Plaintiffs Enhancements; up to \$5,000 for administrative costs, and \$3,000 for an LWDA fund. If all of those amounts are approved in full, there will be \$81,555.21 in the Net Settlement Fund, which will be used to pay participating Class Members for the class claims, and \$3,000 in the LWDA fund, which will be used to pay the Labor and Workforce Development Agency and all Class Members, including Class Members who opted out, for the PAGA claims. If those amounts are not approved in full, then the Net Settlement Fund will increase.

If you do not opt out, you will get a proportionate amount of the Net Settlement Fund based on the number of workweeks you worked for Si Se Puede Behavioral Intervention, Inc. during the relevant time period. Your payment will be calculated according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of your Eligible Work Weeks.

The amount you will receive cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes. Based upon the calculation above, your approximate share of the Net Settlement Fund is as follows: \$ [redacted], less taxes. This is based on Si Se Puede

Behavioral Intervention, Inc.'s records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

Regardless of whether or not you opt out, you will get a proportionate amount of the LWDA fund. \$2,250 (75%) of the LWDA Fund will go to the Labor and Workforce Development Agency, and the remaining \$750 will be divided among all Class Members using the same method described in the paragraph above. Your approximate share of the LWDA Fund is as follows: \$ [redacted], less taxes. This is based on Si Se Puede Behavioral Intervention, Inc.'s records, which show you worked [redacted] Eligible Work Weeks during the Class Period.

The total payment you receive from the Net Settlement Fund (if you do not opt out) and the LWDA is your Individual Settlement Payment. One-third of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining two-thirds of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Class Member Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Claims Administrator may send out a second round of checks to Class Members who deposited their initial check. The second round of payment will take the total unclaimed funds and pro-rate the amount to each Class Member who cashed their initial check by number of Eligible Work Weeks, in the same method as the first round so long as the check is no less than \$25. Any unclaimed funds after the second round of payments shall be paid to mutually agreed upon non-profit *cy pres* recipient subject to Court approval.

#### **7. *How Do I Dispute My Number of Workweeks?***

If you believe the number of Eligible Work Weeks records listed in Section 6 is incorrect, you may provide documentation and/or an explanation to show contrary information to the Claims Administrator at [address] postmarked on or before [the Response Deadline].

If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants' records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. If your dispute is not approved, you will still be able to participate in the settlement.

You should keep a copy of all documents you send to the Claims Administrator, especially if you are disputing your number of workweeks.

#### **8. *How Will the Attorneys for the Class and the Class Representative Be Paid?***

The attorneys for the Class and Class Representatives will be paid directly out of the Gross Settlement Amount, in an amount to be determined by the Court but not to exceed \$64,695, inclusive of attorneys' fees and costs of suit.

#### **9. *How Can I Get More Information?***

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Claims Administrator at the telephone number listed below and at [INSERT TELEPHONE NUMBER], toll free. Please

refer to the Si Se Puede Behavioral Intervention, Inc. class action settlement. You may also visit [\[insert settlement website\]](#) to view this Notice, the full Settlement Agreement, the Complaint in this lawsuit, and all documents filed in connection with preliminary and final settlement approval.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the settlement website above. Additionally, the Court's docket and documents on file in this action are freely available at <http://www.alameda.courts.ca.gov/Pages.aspx/DomainWeb>.

You may also contact Plaintiffs' counsel at (415) 732-3777 or send an email to [yperetz@peretzlaw.com](mailto:yperetz@peretzlaw.com) and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

# **EXHIBIT 4**

# **EXHIBIT 5**

## Cline v. SSPBI Damages Calculations

Basic Information about the Class	
Total class members [1]	94
Total number of weeks [2]	6,429
<b>Final number of weeks, accounting for time off [3]</b>	<b>6,108</b>
Hourly rate [4]	\$ 18.00

Type of Damages (Per Week) [5]	Type A Shift	Type B Shift	Type C Shift
Unpaid straight time	\$ 360.00	\$ 90.00	\$ -
Unpaid overtime	\$ 216.00	\$ -	\$ -
Unpaid meal & rest breaks	\$ 216.00	\$ 144.00	\$ 90.00
Unpaid expenses (mileage reimbursement)	\$ 144.25	\$ 72.12	\$ -
<b>Total weekly damages:</b>	<b>\$ 936.25</b>	<b>\$ 306.12</b>	<b>\$ 90.00</b>

<b>Weighted average weekly damages: [6]</b>	<b>\$ 567.16</b>
<b>Damages before penalties and interest: [7]</b>	<b>\$ 3,464,182.74</b>

Interest on Damages [8]	
Year 1	\$ 346,418.27
Year 2	\$ 259,813.71
Year 3	\$ 173,209.14
Year 4	\$ 86,604.57
<b>Total Interest:</b>	<b>\$ 866,045.69</b>

Penalties for Itemized Wage Statements [9]	Total:
# of Employees With 80 or more weeks (40 pay periods)	29 \$ 116,000.00
# of Employees With Less Than 80 weeks	54
Amount for Initial Pay Period (< 80 weeks)	\$ 2,700.00
# of Total Weeks for Employees with Less Than 80 Weeks	1581
# of Subsequent Pay Periods for Employees With Less Than 80 Weeks	736.5 \$ 73,650.00
<b>Per Class Member:</b>	<b>\$ 2,317.47</b>

Interest on Wage Statement Penalties [10]	
Total penalties: [11]	\$ 217,842.17
Year 1	\$ 21,784.22
Year 2	\$ 16,338.16
Year 3	\$ 10,892.11
Year 4	\$ 5,446.05
<b>Total Interest:</b>	<b>\$ 54,460.54</b>

Penalties for Waiting Time [12]	
Number of Former Employees [13]	86
Type A Shift Paid	\$ 108.00
Type B Shift Paid	\$ 90.00
Type C Shift Paid	\$ 72.00
Weighted Average of Daily Paid Wages [14]	\$ 94.50
Daily Unpaid Wages [15]	\$ 113.43
<b>Total Daily Wage Rate</b>	<b>\$ 207.93</b>

Total Damages	
Damages with Interest	\$ 4,330,228.43
Penalties for Itemized Wage Statements [16]	\$ 272,302.71
Penalties for Waiting Time [17]	\$ 536,461.98
<b>Final damages:</b>	<b>\$ 5,138,993.12</b>

- [1] Documents show there are a total of 94 class members, of which 83 class members agreed to provide their information.
- [2] The 83 class members who provided their data worked 5,677 weeks. Added 752 additional weeks for the 11 remaining class members:  $((5,677/83)*94) = 6,429$ .
- [3] Reduced the total number of weeks by 5% for holidays and vacation.
- [4] Based on class members' paystubs, the vast majority of employees made \$18/hour.
- [5] See Sheet 2 for explanation of Shift Types and assumptions.
- [6] Average of 50% Type A Shift, 25% each for Type B and C Shifts. These allocations based on review of class members' paystubs and hours worked.
- [7] Weighted average weekly damages multiplied by number of weeks:  $\$531.16*6,108$ .
- [8] Divides total damages by 4 for each year of the class period, and assumes interest at: 40% for Year 1, 30% for Year 2, 20% for Year 3, and 10% for Year 4.
- [9] Based on documents showing number of weeks and employees in each category for the 83 class members who agreed to provide information.
- [10] Divides total waiting time penalties by 4 for each year of the class period, and assumes interest at: 40% for Year 1, 30% for Year 2, 20% for Year 3, and 10% for Year 4.
- [11] Per Class Member penalties multiplied by total class members:  $\$2,317.47*94$ .
- [12] Assumes 6 paid hours for Type A Shift, 5 paid hours for Type B Shift, and 4 paid hours for Type C Shift. See Sheet 2 for further information about Shift Types.
- [13] Assumes 1 of 11 remaining class members is a current employee, based on the ratio of current to former employees of the 83 class members who provided data (~10%).
- [14] Average of 50% Type A Shift, 25% each for Type B and C Shifts, same as for unpaid weekly damages.
- [15] 1/5 of the weighted average for weekly unpaid wages.
- [16] Total penalties plus total interest.
- [17] Total Daily Wage Rate multiplied by number of former class members:  $\$376.23*86$ .

## Assumptions for Damages Calculations

### Type A Shift Employee

Work hours per day	Days a week	# of clients per day	Saturday
10 hours (1)	5 days	3 clients (2)	Yes

Damages Owed	Daily	Weekly	Saturday	Total
Unpaid Straight Time (3)		4	20	20
Unpaid Rest & Meal Breaks (4)			10	2
Unpaid Daily Overtime (5)		1	5	3
				<u>40</u>

#### Notes:

- (1) Type A Shift employees worked from 8:30am to 7:00pm, spent 2 hours per client, and worked a total of 10 hours including drive time.
- (2) Type A Shift employees regularly visited 3 clients a day.
- (3) The driving time to and between clients averages to 4 hours a day, and totaling to 20 hours a week Monday to Friday.
- (4) This assumption is based on missing one rest break and one meal break each day worked.
- (5) On average, Type A Shift employees worked 6 hours one Saturday each month. This totals to 3 overtime hours, and 2 hourly wages for unpaid rest & meal breaks.

### Type B Shift Employee

Work hours per day	Days a week	# of clients per day	Saturday
5 hours (6)	5 days	2-3 clients (7)	No

Damages Owed	Daily	Weekly	Total
Unpaid Straight Time (8)		1	5
Unpaid Rest & Meal Breaks			8
			<u>13</u>

#### Notes:

- (6) Type B Shift employees worked about 5 hours a day for 5 days for average for 2-3 clients a day. We estimate one hour of driving time between clients' home.
- (7) Based on our class member's regular schedule, a Type B Shift employee regularly visited 2-3 clients a day for 5 days a week.
- (8) This assumption is based on an average of Type B Shift schedules working for 2-3 clients of 1.5 -2 hour sessions each.

### Type C Shift Employee

Work hours per day	Days a week	# of clients per day	Saturday
4 hours (9)	4 to 5	1 client	No

Damages Owed	Daily	Weekly	Total
Unpaid Rest & Meal Breaks (10)		1	5
			<u>5</u>

#### Notes:

- (9) Type C Shift employees worked on average 4 hours consecutively without a paid 10-minute rest break. They are owed 1 hour for missed paid rest break.
- (10) Based on our class member's regular schedule, a Type C Shift employee regularly visited 1 client a day for 4 to 5 days a week.

### Expenses

The following assumptions are based upon documents provided by Defendants and information provided directly by class members:

- (1) Employees were not reimbursed for 75% of the mileage incurred driving between clients' homes.
- (2) SSPBI reimbursed mileage at far less than the required IRS rate. Based on the class members' statements, employees were paid 28 cents per mile.
- (3) IRS rate for mileage reimbursement was: 2016 at 54 cents, 2017 at 54.5, 2018 at 54.5, 2019 at 58 cents per mile.
- (4) Employees should be reimbursed on an average of 55 cents per mile.
- (5) Type A employees drove an average of 60 miles per day
- (6) Type B employees drove an average of 30 miles per day
- (7) Type C employees drove back and forth from the same client, therefore did not incur reimbursable mileage expenses.

#### Type A Shift Employees Formula

(60 miles a day x 5 days a week) x 0.55 cents) x 0.75 of the time = \$ 123.75 a week --> round to \$124.00

(60 miles a day x 5 days a week) x 0.27 cents) x 0.25 of the time = \$20.25

Add both totals = \$144.25 / a week

#### Type B Shift Employees Formula

(30 miles a day x 5 days a week) x 0.55 cents) x 0.75 of the time = 61.87 -> round to \$62.00

(30 miles a day x 5 days a week) x 0.27 cents) x 0.25 of the time = \$10.12

Add both totals = \$72.12/ a week

# **EXHIBIT 5**



# **EXHIBIT 6**

**FILED**  
San Francisco County Superior Court

JUN 02 2009

GORDON PARK LI, Clerk  
BY: *Ethel Berich*  
Deputy Clerk

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YOSEF PERETZ (STATE BAR NO. 209288)  
2 22 Battery Street, Suite 202  
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3 Telephone: 415-732-3777  
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4 SHARON R. VINICK (STATE BAR NO. 129914)  
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16 Facsimile: 415-773-5759

17 **Attorneys for Defendant**

18 THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 FOR THE COUNTY OF SAN FRANCISCO

20  
21 ROBERTO CASTRO, RAMSIS AL JAWI and  
RAMON MORELL, individually and on behalf  
22 of all other similarly situated,

23 Plaintiffs,

24 v.

25 WHITE CAP CONSTRUCTION SUPPLY,  
INC.; AND DOES 1 THROUGH 20,

26 Defendants.

CASE NO.: CGC-05-446144

Assigned for all purposes to the Honorable  
Marla J. Miller, Dept. 26

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT,  
ATTORNEYS' FEES AND COSTS,  
ENHANCEMENTS, AND  
ADMINISTRATOR'S FEE**

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT, ATTORNEYS'  
FEES AND COSTS, ENHANCEMENTS, AND  
ADMINISTRATOR'S FEE**

CASE NO.: CGC-05-446144

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Date: May 29, 2008  
Time: 3:00 PM  
Dep.: 26

On May 29, 2009, the Court heard the Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement, Attorneys' Fee and Costs, Enhancements, and Administrator's Fee ("Motion"), as set forth in the Stipulation and Settlement Agreement of Class Action Claims ("Stipulation"), in the above-captioned action. After reviewing the Motion, the Declaration of Tony Dang in Support of the Motion, the Declaration of Yosef Peretz in Support of the Motion, the Declaration of Sharon Vinick in Support of the Motion, the Declaration of Cary Kletter in Support of the Motion, and other papers filed herein, the Court hereby finds and orders as follows:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Stipulation, previously filed with this Court.

2. This Court has jurisdiction over the subject matter of this litigation and over all parties and Class Members in this litigation.

3. The Court finds that the distribution of the Notice of Pendency of Class Action, Proposed Settlement and Hearing, which was carried out pursuant to the Stipulation, constituted the best notice practicable under the circumstances and fully met the requirements of due process.

4. The Court finds that no Class Members have objected to the Settlement. no Class Members have requested exclusion from the Settlement. Approximately 73% of the Class Members have filed timely and valid claims. As of this date, 314 individuals have submitted claims, and will be paid approximately \$2,983,511 from the Total Maximum Amount. There are seven (7) disputed claims, and two (2) late claims which will be resolved by the Parties and Simpluris.

5. The Court finds that the Stipulation was the product of arm's length negotiations between experienced counsel. After considering Defendant's potential exposure, the likelihood of success on the class claims, the risk, expense, complexity and delay associated with

1 further litigation, the risk of maintaining class certification through trial, the experience and views  
2 of Plaintiffs' Counsel, and the reaction of the Class to the Settlement, as well as other relevant  
3 factors, the Court finds that the settlement, as set forth in the Stipulation, is fair, reasonable, and  
4 in the best interests of the Class, and hereby grants final approval of the settlement. The parties  
5 are ordered to carry out the settlement as provided in the Stipulation.

6           6.       The Court shall enter a judgment on the terms set forth in the Stipulation.  
7 The Court will retain jurisdiction for purposes of enforcing this Settlement, addressing settlement  
8 administration matters, and addressing such post-judgment matters as may be appropriate under  
9 court rules or applicable law.

10           7.       The Court also finds that the \$100,000 allocated to pay claims under  
11 California Labor Code §§2699, 2699.3 and 2699.5 (the "PAGA Payment") is reasonable. The  
12 Court approves a PAGA Payment in this amount. Furthermore, pursuant to Labor Code §  
13 2699(i), the Court approves the distribution of 75% of the PAGA Payment to the Labor  
14 Workforce Development Agency, and 25% of the PAGA Payment to the Class Members who  
15 have submitted valid claims.

16           8.       The Court shall award to Class Counsel attorneys' fees in the amount of  
17 \$1,650,000, which is equal to thirty percent (30%) of the Total Maximum Amount, and Costs in  
18 the amount of \$139,891.72.

19  
20 IT IS SO ORDERED.

21  
22 Dated: June 2, 2009

Marla Miller  
HONORABLE MARLA MILLER  
JUDGE OF THE SUPERIOR COURT

Yosef Peretz (SBN 209288)  
yperetz@peretzlaw.com  
Emily A. Knoles (SBN 241671)  
eknoles@peretzlaw.com  
PERETZ & ASSOCIATES  
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Telephone: 415.732.3777  
Facsimile: 415.732.3791

**FILED**  
ALAMEDA COUNTY

SEP 14 2015

CLERK OF THE SUPERIOR COURT  
By *[Signature]* Deputy

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

LOURDES DEVERA; LUISA ESCUETA;  
GUAN JIE IU; CLYDIA PAYTON; CECILE  
CUARESMA; JORGE CUARESMA; MARILYN  
GARCIA; MA CHRISTINA CABATU; NINON  
ZEBALLOS; DALJIT DEOL; ILIN CHEN;  
VICKILYN GILBERT; and RHODORA  
NIERRAS, individually, on behalf of all  
similarly situated persons, on behalf of the  
California Labor and Workforce Development  
Agency, on behalf of the Labor Commissioner of  
California, and on behalf the State of California;  
and ROES 1-300,

Plaintiffs,

v.

EMPLOYEE EQUITY ADMINISTRATION,  
INC. d.b.a. WESTLINE MEDICAL  
MANAGEMENT, *et al.*

Defendants.

Case No. RG-11-559690

**ORDER GRANTING MOTION  
FOR FINAL APPROVAL AND  
JUDGMENT**

[Rule of Court 3.769]

Date: September 11, 2015

Time: 8:30 a.m.

Dep.: 21

Judge: Hon. Wynne S. Carvill

**Reservation # R-1662987**

On September 11, 2015, the Court heard Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs ("Motion"), as set forth in the

Joint Stipulation and Settlement Agreement Between Plaintiffs and Sol Defendants (“Settlement Agreement”), in the above-captioned action (the “Action”).

In accordance with the Preliminary Approval Order in the Action, dated May 7, 2015 (“Preliminary Approval Order”), the members of the classes in the Action (“Class Members”) have been given notice of the Settlement Agreement, the opportunity to object to or comment on the terms of the Settlement Agreement and the opportunity to submit a claim form by the AWS Class. After reviewing the Motion, the Declaration of Yosef Peretz in Support of the Motion, the Declaration of Shirley Ma in Support of the Motion, the Declaration of Jarrod Salinas in Support of the Motion, and other papers filed herein, the Court hereby GRANTS final approval of the Settlement Agreement; and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement previously filed with this Court.
2. This Court has jurisdiction over the subject matter of this litigation and over all parties and Class Members in this litigation.
3. Pursuant to this Court’s Preliminary Approval Order, the Settlement Administrator completed the distribution of the Class Notice Packets to the Class as previously approved by the Court. The Class Notice informed the Class Members of the Settlement terms, their rights to submit a Claim Form for the AWS Class, their rights to submit an Opt-Out form, their rights to comment on or object to the Settlement, and their rights to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement.
4. Adequate periods of time to respond and to act were provided by each of these procedures.
5. The Court finds that the distribution of the Notice of Pendency of Class Action, Proposed Settlement and Hearing, which was carried out pursuant to the Settlement Agreement, constituted the best notice practicable under the circumstances and fully met the requirements of due process.
6. The Court finds that the class definitions for PTO Class, AWS Class and Reimbursement Plaintiffs are properly set forth in the Settlement Agreement and that those definitions are sufficient for the purpose of California Rule of Court 3.765(a).
7. The Court finds that no Class Members have objected to the Settlement.

Only 1 Class Member has requested exclusion from the Settlement and that Class Member, Jose Ortiz, shall not take from the settlement fund. Of the 767 members of the PTO Class, 734 have unpaid PTO and are entitled to payment from the settlement fund and will be paid out approximately \$1,029,400. Of the 82 members of the AWS Class, 36 have submitted valid claims and will be paid out at a rate of \$30 per eligible week for a total of \$248,430. The 54 Reimbursement Plaintiffs will each take \$150 and a total of \$8,100.

8. The Court finds that the Settlement Agreement was the product of arm's length negotiations between experienced counsel. After considering Sol Defendants' potential exposure, the likelihood of success on the class claims, the risk, expense, complexity and delay associated with further litigation, the risk of maintaining class certification through trial, the experience and views of Plaintiffs' Counsel, and the reaction of the Class to the Settlement, as well as other relevant factors, the Court finds that the Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and in the best interests of the Class, and hereby grants final approval of the Settlement. The parties are ordered to carry out the Settlement as provided in the Settlement Agreement.

9. The Court also finds that the total of \$22,500 to be awarded to the Class Representatives under the Settlement Agreement is fair and reasonable. The Court grants final approval of, and orders the Class Representative Payments to be made in accordance with the Settlement Agreement.

10. The Court also finds that the amount of \$66,570 shall be used by Simpluris solely for payment of the amounts set forth in paragraph 16(c) of the Settlement Agreement, and any remainder of this amount shall revert to Sol Defendants pursuant to paragraph 15.b.B.iii of the Settlement Agreement. Should this amount not be sufficient, then pursuant to paragraph 16(c) of the Settlement Agreement Sol Defendants shall provide the Claims Administrator up to \$25,000 to pay such excess amounts, it being understood and agreed that the Sol Defendants shall in no event be responsible to pay any amounts in excess of \$25,000.

11. The Court also finds that the \$25,000 designated for Simpluris as the Settlement Administrator is fair and reasonable. The Court grants final approval of, and orders the payment to Simpluris to be made in accordance with the Settlement Agreement.

12. The Court also finds that the \$1,000,000 amount requested by Plaintiffs

and Class Counsel as Class Counsel Fees Payment is fair and reasonable. The Court grants final approval of, and orders Class Counsel Fees Payment to be made in accordance with the Settlement Agreement, subject to the provisions of Paragraph 19 of this Order.

13. The Court further orders and approves that Class Counsel rates fair and reasonable and are approved as follows:

- a. Yosef Peretz at a rate of \$500 per hour;
- b. Daniel Cravens at a rate of \$500 per hour;
- c. Emily Knoles at a rate of \$400 per hour;
- d. Michael Burstein at a rate of \$400 per hour;
- e. Ruth Israely at a rate of \$300 per hour;
- f. Sumy Kim at a rate of \$300 per hour; and
- g. Paralegals at the rate of \$150 per hour.

14. The Court also finds that the \$100,000 amount requested by Plaintiffs and Class Counsel for the Plaintiffs' Counsel's litigation expenses is fair and reasonable. The Court grants final approval of, and orders Class Counsel's costs to be made in accordance with the Settlement Agreement.

15. Nothing in the Settlement Agreement or this Order or Judgment purports to extinguish or waive Sol Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this or any other case if the Settlement fails to become final or effective. The Settlement is not an admission by Sol Defendants, nor is this Order or Judgment a finding of the validity of any allegations against Sol Defendants in the Action or any wrongdoing by Sol Defendants. Neither the Settlement nor this Order or Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes in the Actions.

16. Further, nothing in the Settlement Agreement or this Order or Judgment purports to extinguish or waive Plaintiffs' rights against Westline Defendants.

17. Excluded from the Settlement Agreement and this Judgment is Jose Ortiz, who submitted and timely and valid Opt-Out Notice.

18. Plaintiffs and Sol Defendants shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

19. The Court enters Final Judgment for Plaintiffs against Sol Defendants in



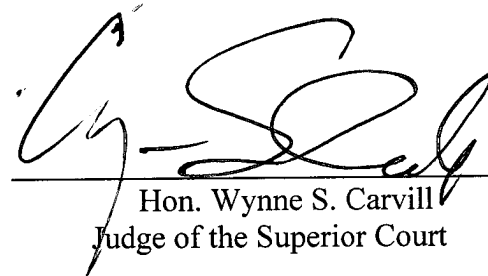
the Action in accordance with the Settlement Agreement and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement Agreement, including jurisdiction pursuant to California Rule of court 13.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement a administration matters, (c) addressing such post-Judgment matters as may be appropriate und or court rules or applicable law and, (d) with regard to the ongoing claims against Westline Defendants.

20. Pursuant to the Court's Order, Simpluris shall hold five (5) percent of the attorneys' fee award, in this case \$50,000, in an interest-bearing account maintained by Simpluris pending the submission and approval of a final compliance status report after completion of the distribution process.

21. A Compliance Hearing is scheduled for March 17, 2017 and the compliance status report must be filed and served on Department 21 at least five (5) court days prior to the Compliance Hearing.

IT IS SO ORDERED.

Dated: Sept. 11, 2015

  
\_\_\_\_\_  
Hon. Wynne S. Carvill  
Judge of the Superior Court

Yosef Peretz (SBN 209288)  
yperetz@peretzlaw.com  
Ruth Israely (SBN 289586)  
risraely@peretzlaw.com  
PERETZ & ASSOCIATES  
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Telephone: 415.732.3777  
Facsimile: 415.372.3791

Alan F. Cohen (State Bar No. 194075)  
**LAW OFFICES OF ALAN F. COHEN**  
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415.984.1953 (fax)  
alan@alancohenlaw.com

Attorneys for Claimants NOAH SILVER SKY,  
FABIAN LOZANO and JORGE RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CONTRA COSTA COUNTY**

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California,  
and on behalf the State of California; and  
ROES 1-400,

Claimants,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Respondents


Case No. C12-00112

**NOTICE OF ENTRY OF ORDER AND  
JUDGMENT**

1 PLEASE TAKE NOTICE that on September 29, 2017 the Court entered an Order  
2 Confirming Arbitration Award and Entering Judgment on the Award. A copy of the Order is  
3 attached as **Exhibit A**.

4  
5 LAW OFFICES OF ALAN F. COHEN

6  
7 Dated: September 29, 2017

8 By   
9 Alan F. Cohen  
10 Attorneys for Plaintiffs

11 PERETZ & ASSOCIATES

12 Dated: September 29, 2017

13 By  [s]  
14 Yosef Peretz  
15 Ruth Israely  
16 Attorneys for Plaintiffs

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**PROOF OF SERVICE**

I, Alan F. Cohen, declare that I am a resident of the State of California, am over the age of eighteen years, and not a party to the within action. I am a member of the bar of this Court. My address is 101 Montgomery Street, Ste. 2050, San Francisco, CA 94104.

On the date set forth below I served a true and correct copy of:

**NOTICE OF ENTRY OF ORDER AND JUDGMENT**


- ☒ (FIRST CLASS MAIL) by placing such copy in a sealed envelope postage thereon fully prepaid, with the United States Postal Service for mailing this day from San Francisco, California.
- ☐ (HAND DELIVERY) by hand delivery on to the party(ies) indicated below:
- ☐ (FACSIMILE) by consigning such copy to a facsimile operator for transmittal on this date to the party(ies) indicated.
- ☐ (OVERNIGHT COURIER) by consigning such copy in a sealed envelope postage thereon fully prepared, with the United States Postal Service or an overnight courier for next day delivery to the party(ies) indicated.
- ☒ (EMAIL) by sending such copy by electronic mail pursuant to prior agreement to the party(ies) indicated.

I served the above document(s) on the following persons:

Laura Dawson  
Elizabeth Thompson  
Jones Bothwell Dion & Thompson LLP  
44 Montgomery Street, Suite 610  
San Francisco CA 94104

***Attorneys for Respondents SRAC Holdings I, Inc. et al.***

I am readily familiar with my firm's practices for processing of correspondence for delivery according to the instructions indicated above, under which correspondence would be deposited in the mail or other delivery service on the date below. The above-referenced documents were placed for deposit in accordance with the office's practice. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on **September 29, 2017**.

  
\_\_\_\_\_  
ALAN F. COHEN  
Attorney for Claimants

## **Exhibit A**

Yosef Peretz (SBN 209288)  
yperetz@peretzlaw.com  
Ruth Israely (SBN 289586)  
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Alan F. Cohen (State Bar No. 194075)  
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415.984.1943 (tel.)  
415.984.1953 (fax)  
alan@alancohenlaw.com

Attorneys for Plaintiffs NOAH SILVER SKY,  
FABIAN LOZANO and JORGE RODRIGUEZ

**SUPERIOR COURT OF CALIFORNIA  
CONTRA COSTA COUNTY**

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California,  
and on behalf the State of California; and  
ROES 1-400,

Plaintiffs,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Defendants


Case No. C12-00112

**[PROPOSED] ORDER CONFIRMING  
ARBITRATION AWARD AND ENTERING  
JUDGMENT**

Hearing Date: September 29, 2017  
Time: 10:00 a.m.  
Dept. 17  
Hon. Barry P. Goode

**FILED**

2017 SEP 29 A 11:56

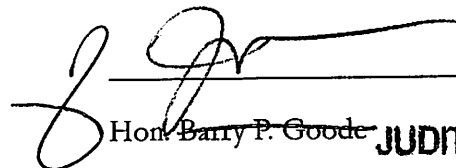
STEPHEN H. NASH  
CLERK OF SUPERIOR COURT  
CONTRA COSTA COUNTY, CA  


1 Plaintiffs' application for an Order Confirming Arbitration Award and Entering Judgment  
2 came on for hearing *ex parte* on September 27, 2017 at 10:00 in Dept. 17 of the Contra Costa  
3 Superior Court, Hon. Barry P. Goode presiding. Plaintiffs Noah Silver-Sky, Fabian Lozano, and  
4 Jorge Rodriguez, individually, on behalf of all other similarly situated persons, on behalf of the  
5 California Labor and Workforce Development Agency, on behalf of the Labor Commissioner of  
6 California, and on behalf of the State of California, appeared by Alan F. Cohen, Law Offices of  
7 Alan F. Cohen. Defendants SRAC Holdings I, Inc., Strategic Restaurants Acquisition Company,  
8 LLC, Strategic Restaurants Acquisition Company II, LLC, and Strategic Restaurants Acquisition  
9 Corp. ("Defendants") submitted a stipulation joining in the application. Defendants did not appear.

10 Good cause having been shown, all parties' having stipulated, and no opposition having  
11 been filed, the Court ORDERS that the Final Arbitration Award ("Award") attached and  
12 incorporated herein IS CONFIRMED, and ENTERS JUDGMENT in accordance with the Award.

13 IT IS SO ORDERED.

14  
15 Dated: September 29, 2017

16   
17 Hon. Barry P. Goode JUDITH S. CRADDICK  
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**AMERICAN ARBITRATION ASSOCIATION**

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California, and  
on behalf the State of California; and ROES  
1-400,

Claimants,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Respondents.

No. 74-160-288-12

**FINAL ARBITRATION AWARD OF CLASS  
ACTION**

Date: September 18, 2017

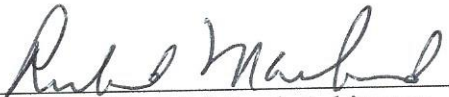
Time: 1:30 p.m.

Location: One Sansome Street, 16th Floor, San  
Francisco, CA 94104.

Arbitrator: Richard R. Mainland, Esq.

A hearing for final approval of a proposed class action settlement in this matter came  
before this Tribunal on September 18, 2017. Having considered all matters submitted to this  
Tribunal both before and at the hearing on the motion, including the complete record of these  
arbitration proceedings, and good cause appearing therefor, this Tribunal, Arbitrator Richard  
Mainland, presiding, hereby makes entry of an arbitration award as detailed in the Order Granting  
Final Approval of Class Action Settlement, attached hereto as Exhibit 1.

**IT IS SO ORDERED** this 21<sup>st</sup> day of September 2017.



Richard R. Mainland, Arbitrator  
American Arbitration Association



## **Exhibit 1**

AMERICAN ARBITRATION ASSOCIATION

NOAH SILVER SKY, FABIAN LOZANO  
and JORGE RODRIGUEZ; individually, on  
behalf of all other similarly situated persons,  
on behalf of the California Labor and  
Workforce Development Agency, on behalf  
of the Labor Commissioner of California, and  
on behalf the State of California; and ROES  
1-400,

Claimants,

v.

SRAC HOLDINGS I, INC., a corporation;  
STRATEGIC RESTAURANTS  
ACQUISITION COMPANY, LLC, a limited  
liability company; STRATEGIC  
RESTAURANTS ACQUISITION  
COMPANY II, LLC, a limited liability  
company; STRATEGIC RESTAURANTS  
ACQUISITION CORP., a California  
corporation; and DOES 1-20,

Respondents.

No. 74-160-288-12

**ORDER GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: September 18, 2017

Time: 1:30 p.m.

Location: One Sansome Street, 16th Floor, San  
Francisco, CA 94104.

Arbitrator: Richard R. Mainland, Esq.

1 Claimants Noah Silver-Sky, Fabian Lozano and Jorge Rodriguez ("Class Representatives"  
2 or "Claimants") have moved this Tribunal for final approval of a proposed class action  
3 settlement, the terms and conditions of which are set forth in the Class Action Settlement  
4 Agreement (the "Settlement Agreement") filed with this Tribunal on March 24, 2017.  
5 Respondents SRAC Holdings I, Inc., Strategic Restaurants Acquisition Company, LLC,  
6 Strategic Restaurants Acquisition Company II, LLC and Strategic Restaurants Acquisition  
7 Corp. ("Respondents") do not oppose and have agreed to support Claimants' motion.

8 Having considered all matters submitted to this Tribunal both before and at the hearing on  
9 the motion, including the complete record of these arbitration proceedings, and good cause  
10 appearing therefor, this Tribunal, Arbitrator Richard Mainland, presiding, hereby finds and  
11 concludes as follows:

12 1. The capitalized terms used in this Final Approval Order shall have the same meaning  
13 as defined in the Settlement Agreement except as may otherwise be ordered.

14 2. This class action and all the claims asserted therein and all the Parties thereto are  
15 properly before this Tribunal pursuant to the Order Granting Defendants' Petition to Compel  
16 Arbitration dated July 2, 2012 issued by the Superior Court of the State of California, County  
17 of Contra Costa, in the action entitled *Noah Silver-Sky, Fabian Lozano and Jorge Rodriguez*  
18 *v. SRAC Holdings I, Inc. et al*, Case No. MSC12-00112.

19 3. The Tribunal finds that all the requirements of Rule 4 of the AAA Supplemental  
20 Rules for Class Arbitrations and of Federal Rule of Civil Procedure 23 and California Code  
21 of Civil Procedure Section 382 and the Rules of Court promulgated thereto have been satisfied  
22 for certification of the Settlement Class for settlement purposes because: Settlement Class  
23 Members are ascertainable and so numerous that joinder of all members is impracticable;  
24 there are questions of law and fact common to the Settlement Class and common questions of  
25 law and fact predominate over questions affecting only individual Settlement Class Members  
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1 rendering the Settlement Class sufficiently cohesive to warrant a class settlement; the claims  
2 and defenses of Class Representatives are typical of the claims and defenses of the Settlement  
3 Class that they represent; the Class Representatives and Class Counsel have fairly and  
4 adequately protected the interests of the Settlement Class with regard to the claims of the  
5 Settlement Class; and the certification of the Settlement Class is superior to individual  
6 litigation and/or settlement as a method for the fair and efficient resolution of this matter.

7 4. For purposes of the Settlement and this Final Approval Order, the Tribunal hereby  
8 finally certifies the following Settlement Class: all persons who were employed as hourly,  
9 non-exempt employees by Strategic Restaurants Acquisition Company II, LLC in California  
10 at any time from January 13, 2008 through December 31, 2016.

11 5. For purposes of this Settlement, this Tribunal hereby finally certifies Claimants Noah  
12 Silver-Sky, Fabian Lozano and Jorge Rodriguez as Class Representatives and Peretz &  
13 Associates and the Law Offices of Alan F. Cohen as Class Counsel.

14 6. The Parties complied in all material respects with the Notice Plan set forth in the  
15 Settlement Agreement. The Tribunal finds that the Notice Plan set forth in the Settlement  
16 Agreement, and effectuated pursuant to the Preliminary Approval Order, constituted the best  
17 notice practicable under the circumstances and constituted due and sufficient notice to the  
18 Settlement Class of the pendency of the Litigation, of the existence and terms of the  
19 Settlement Agreement, of their rights to make claims, opt out, or object, and of the matters to  
20 be decided at the Final Approval Hearing. Further, the Notice of Plan satisfied Rule 6 of the  
21 AAA Supplemental Rules for ClassArbitrations. In addition, Claimants provided notice of  
22 the Settlement to the California Labor and Workforce Development Agency ("LWDA") in  
23 accordance with the Private Attorneys General Act of 2004 ("PAGA"), California Labor  
24 Code, Sections 2698, *et seq.* and LWDA regulations and procedures.

25 7. The Tribunal has determined that full opportunity has been given to the members of  
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1 the Settlement Class to opt out of the Settlement, and to object to the terms of the Settlement  
2 and to Class Counsel's request for attorneys' fees and expenses and incentive awards to the  
3 Class Representatives and the Declarants, and otherwise participate in the Final Approval  
4 Hearing held on September 18, 2017.

5 8. The Tribunal finds that the Settlement, including the Settlement Fund of  
6 \$5,500,000.00, is in all respects fair, reasonable, and adequate. The Tribunal therefore finally  
7 approves the Settlement for all the reasons set forth in the Motion for Final Approval  
8 including, but not limited to: the fact that the Settlement Agreement was the product of  
9 informed, arms-length negotiations between competent, able counsel; the record was  
10 sufficiently developed and complete through meaningful discovery and motion proceedings  
11 to have enabled counsel for the Parties to have evaluated adequately and considered the  
12 strengths and weaknesses of their respective positions; the Litigation involved disputed  
13 claims, and this dispute underscores the uncertainty and risks of the outcome of the matter;  
14 the Settlement provides meaningful monetary benefits for the disputed claims; and the Parties  
15 were represented by highly qualified counsel who, throughout the case, vigorously and  
16 adequately represented their respective Parties' interests.

17 9. The Tribunal further orders and approves that Class Counsel's rates are fair and  
18 reasonable and are approved as follows:

- 19  
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21 i. Yosef Peretz at a rate of \$575 per hour;  
22 ii. Alan Cohen at a rate of \$575 per hour;  
23 iii. Dan Craves at a rate of \$575 per hour;  
24 iv. Ruth Israely at a rate of \$425 per hour;  
25 v. Michael Burstein at a rate of \$425 per hour;  
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- 1 vi. Sumy Kim at a rate of \$425 per hour; and  
2 vii. Paralegals and Research Staff at the rate of \$175 per hour.

3 10. The Settlement Fund shall be applied to pay, in the following order: (i) all costs and  
4 payments associated with administration of the Notice Plan and administration of the  
5 Settlement, including all payments to the Claims Administrator; (ii) any necessary taxes and  
6 tax expenses on the Settlement Fund; (iii) payments to the State of California Labor and  
7 Workforce Development Agency ("LWDA") representing its share for the settlement of the  
8 PAGA penalty claims asserted in the Litigation, (iv) the award of attorneys' fees and costs to  
9 Class Counsel granted pursuant to Section 28 of this Final Approval Order; (v) the Incentive  
10 Awards paid to the Class Representatives pursuant to Section 28 of this Final Approval Order;  
11 and (vi) Allowed Claims.

12 11. Every Settlement Class Member shall have the right to submit a Claim for a  
13 Settlement Payment. A Claim shall be valid only if submitted in compliance with the  
14 procedures set forth in the Settlement Agreement. Claims must be submitted on a Claim Form  
15 no later than ninety (90) days after mailing of the Notice by the Claims Administrator.

16 12. The Claims Administrator shall be responsible for processing Claim Forms,  
17 processing opt-out forms, administering the Settlement Website, determining the validity of  
18 Claims, making Settlement Payments, remitting required tax and mandatory wage  
19 withholdings to the appropriate governmental agencies, printing and mailing Class Member  
20 W-2 and 1099 forms and all other tasks associated with implementation of the Notice Plan  
21 and management of the Settlement Fund. The Claims Administrator has provided regular  
22 reports to Claimants' Counsel and Respondents' Counsel summarizing the implementation of  
23 the Notice Plan and the number and status of Claims and Opt-outs.

24 13. The Claims Administrator will follow its ordinary course of practice regarding  
25 approval of claims, subject to each Parties' right to audit Claims and challenge the Claims  
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1 Administrator's decision. Within thirty (30) days after the Effective Date, the Claims  
2 Administrator shall email all Class Members whose Claims are denied to state the reasons for  
3 denial, at the email address (if any) provided by the Class Member on the Claim Form. If no  
4 email address is provided by the Class Member on the Claim Form, the Administrator shall  
5 mail the notification by U.S. mail to the class member of the reasons for denial of the Claim.  
6 If no email or U.S. mail address is provided, the Administrator shall not have any obligation  
7 to provide any notification to the class member of the reasons for the denial of the Claim. A  
8 copy of the email or mail with the notification provided under this section shall be provided  
9 to Claimants' Counsel and Respondents' Counsel. The Claims Administrator will provide a  
10 reasonable opportunity to the Claimants' Counsel and Respondents' Counsel to review the  
11 Claims submitted and to object to any Claim. The Claims Administrator's determination of  
12 whether a Claim is an Allowed Claim, if not disputed by the Parties, shall be final and not  
13 subject to further review.

14 14. The Claims Administrator will provide a reasonable opportunity to the Claimants'  
15 Counsel and Respondents' Counsel to review the Claims submitted and to object to any  
16 Claim. In addition, any Party, Claimants' Counsel, or Respondents' Counsel may dispute the  
17 determination of the denial of a Claim by the Claims Administrator, and in the event the  
18 Parties and the Claims Administrator cannot collectively agree how to resolve and objection  
19 to the allowance or denial of any disputed Claim, the Claims Administrator shall make the  
20 final decision on such disputed Claim within fifteen (15) days after notice of the dispute. The  
21 Claims Administrator's determination of whether a Claim is an Allowed Claim shall be final  
22 and not subject to further review.

23 15. No person shall have any claim against Claimants, Respondents, Claimants'  
24 Counsel, Respondents' Counsel, the Arbitrator, or the Claims Administrator based on any  
25 determinations of Claim validity, distributions, or awards made in accordance with this Final  
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1 Approval Order. No Class Member who does not specifically opt out of the Settlement in  
2 writing shall have any claim whatsoever against the Released Parties.

3 16. Claims shall be paid by check mailed to the Settlement Class Member, or at the  
4 election of the Settlement Class Member on the Claim Form, by direct deposit into the Class  
5 Member's bank account. All Allowed Claims shall be paid by the Claims Administrator  
6 within thirty (30) days after the Effective Date except that, in the event of an appeal that  
7 challenges, in full or in part, only the Fee Award, the Cost Award, and the Claimants'  
8 Incentive Awards and/or the Declarants' Award, and does not challenge any other aspect of  
9 the settlement, all Allowed Claims shall be paid within ninety (90) days after the Effective  
10 Date.

11 17. The Claims Administrator shall remit any unclaimed portions of the Settlement Fund  
12 and the interest thereon to Respondents within two hundred and ten days (210) days after the  
13 last unclaimed Settlement Payment is mailed to an Authorized Claimant. Unclaimed  
14 settlement funds include (i) the amount of all Settlement Payments that would have been made  
15 to those who timely opted out; (ii) the amount of any un-cashed settlement checks issued to  
16 Authorized Claimants who submitted Allowed Claims but did not cash their settlement checks  
17 within one hundred eighty (180) days of the date they were issued; and (iii) the amount of the  
18 Settlement Payments that would have been given to those who failed to submit a timely  
19 Allowed Claim but did not opt-out of the Settlement.

20 18. The Settlement is in the best interests of the Settlement Class in light of the degree  
21 of recovery obtained in relation to the risks faced by the Settlement Class in litigating the  
22 Class claims. The relief provided to the Settlement Class Members under the Settlement  
23 Agreement is appropriate as to individual members of the Settlement Class Members and to  
24 the Settlement Class as a whole. All requirements of the AAA Supplemental Rules for Class  
25 Arbitrations and of Federal Rule of Civil procedure 23 and California Code of Civil Procedure  
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1 Section 382 and the Rules of Court promulgated thereto to effectuate the Settlement have  
2 been met and satisfied. The Parties shall continue to effectuate the Settlement Agreement in  
3 accordance with its terms.

4 19. The Tribunal finds that no Class Members have objected to the Settlement. Only  
5 seven Class Members have requested exclusion from the Settlement and those Class Members  
6 shall not take from the Settlement Fund. Of the 8,667 eligible Class Members, 3,051 Class  
7 Members have submitted valid Claim Forms received by the Claims Administrator no later  
8 than August 25, 2017, and those will be considered Allowed Claims. The Allowed Claims  
9 will be paid an estimated total of \$1,966,900 from the Settlement Fund according to the  
10 formula set forth below. This includes all deficient claims that were corrected according to  
11 the terms of the Settlement Agreement and received by the Claims Administrator no later than  
12 August 25, 2017. It is anticipated that additional payroll taxes and Social Security  
13 withholdings of \$204,203.21 will also be paid out of the Settlement Fund.

14 20. The Tribunal finds that the formula for distribution to the class was arrived at through  
15 arm's-length negotiation between the parties and is fair, reasonable, and adequate. The  
16 Formula provides payments to Class Members of:

- 17 a. Three Hundred Dollars (\$300) if the number of Eligible Work Months was  
18 three (3) months or any part thereof;
- 19 b. Four Hundred Dollars (\$400) if the number of Eligible Work Months was  
20 more than three (3) months and up to six (6) months;
- 21 c. Five Hundred Dollars (\$500) if the number of Eligible Work Months was  
22 more than six (6) months and up to twelve (12) months;
- 23 d. Seven Hundred Dollars (\$700) if the number of Eligible Work Months was  
24 more than twelve (12) months and up to 24 months;
- 25 e. Nine Hundred Dollars (\$900) if the number of Eligible Work Months was  
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1 more than 24 months and up to 36 months;

2 f. One Thousand One Hundred Dollars (\$1,100) if the number of Eligible Work  
3 Months was more than 36 months and up to 48 months;

4 g. One Thousand Five Hundred Dollars (\$1,500) if the number of Eligible Work  
5 Months was more than 48 months and up to 72 months;

6 h. Two Thousand Dollars (\$2,000) if the number of Eligible Work Months was  
7 more than 72 months.

8 21. The Tribunal finds that the payments to Class Members represents a 35.21%  
9 exhaustion of the Settlement Funds dedicated to payment of Class Members' claims and that  
10 this is a fair and reasonable result. An approximate amount of \$556,924.29 from the  
11 Settlement Fund will revert to Respondents in accordance with the Settlement Agreement,  
12 and after final accounting conducted by the Claims Administrator.

13 22. Excluded from the Settlement Agreement and this Judgment are Erika Morales,  
14 Molly Ollis, Susana Palma, Rosasio Palma, Jessica Post, Carmen Ciara, and Samady Kheav,  
15 who timely submitted valid Opt-Out Notices.

16 23. The Tribunal finds that \$50,000 from the Settlement Fund to be paid to the LWDA  
17 in settlement of the PAGA penalty claims asserted in the Litigation (the "PAGA Settlement")  
18 is fair, reasonable, and adequate. The Tribunal grants final approval of, and orders that this  
19 payment be made in accordance with the Settlement Agreement.

20 24. By operation of this Final Approval Order, the Settlement Class Members (except  
21 for the individuals identified in paragraph 22 hereof) and Claimants shall have  
22 unconditionally, completely and irrevocably released and forever discharged the Released  
23 Parties and shall be forever barred from instituting, maintaining, or prosecuting any and all  
24 claims, liens, demands, actions, causes of action, obligations, attorney fees, damages or  
25 liabilities of any nature whatsoever, whether legal, equitable, administrative, direct, indirect,  
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1 or otherwise, whether known or unknown, that they have had in the past or now have, whether  
2 arising under the California Labor Code, the California Welfare Commission Wage Orders,  
3 the federal Fair Labor Standards Act, or any other international, federal, state or local statute,  
4 ordinance, common law, regulation, principle of equity or otherwise, that actually were, or  
5 could have been, asserted in the Litigation including alleged: (i) failure to pay overtime wages,  
6 waiting time penalties, or premium wages under Labor Code § 226.7, (ii) failure to pay regular  
7 wages, (iii) failure to pay for work performed, (iv) failure to provide duty-free rest and meal  
8 periods, (v) failure to provide accurate wage statements; (vi) unfair business practices, (vii)  
9 intentional misrepresentation, (viii) fraudulent concealment, (ix) conversion.

10 25. Claimants and the Settlement Class Members shall, by operation of this Final  
11 Approval Order, be deemed to have waived and relinquished, to the fullest extent permitted  
12 by law, the provisions, rights and benefits of California Civil Code section 1542 (and  
13 equivalent, comparable, or analogous provisions of the laws of the United States or any state  
14 or territory thereof, or of the common law). Section 1542 provides as follows:

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16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
17 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
19 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
20 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
21 WITH THE DEBTOR.

22 26. Nothing herein shall bar any action or claim to enforce the terms of the Settlement  
23 Agreement.

24 27. No action taken by the Parties, either previously or in connection with the  
25 negotiations or proceedings connected with the Settlement Agreement, shall be deemed or  
26 construed to be an admission of the truth or falsity of any claims or defenses heretofore made  
or an acknowledgement or admission by any Party of any fault, liability or wrongdoing of any

1 kind whatsoever to any other Party. Neither the Settlement Agreement nor any act performed  
2 or document executed pursuant to or in furtherance of the Settlement is or may be deemed to  
3 be, or may be used as an admission of, or evidence of, any fault or omission by the Released  
4 Parties in any proceedings in any court, administrative agency, or other tribunal.  
5 Respondents' agreement not to oppose and to support the entry of this Final Approval Order  
6 shall not be construed as an admission or concession by Respondents that class certification  
7 was appropriate in the Litigation or would be appropriate in any other action.

8 28. For the reasons stated in Class Counsels' Motion for Named Claimants Incentive  
9 Awards, Declarants Incentive Awards, and Attorneys' Fees and Costs, the following amounts  
10 shall be paid from the Settlement Fund in accordance with the time schedule set forth in the  
11 Settlement Agreement:

12 (i) Fees to Class Counsel: \$2,200,000;

13 (ii) Costs and Expenses to Class Counsel: \$250,000;

14 (iii) Declarant Incentive Awards totaling: \$103,500;

15 (iv) Class Representative Incentive Awards:

16 Noah Silver-Sky: \$20,000;

17 Fabian Lozano: \$20,000;

18 Jorge Rodriguez: \$20,000;

19 (v) Fees to Claims Administrator: \$74,555, paid in the following manner: \$62,277.50 from  
20 the Settlement Fund and \$12,277.50 as a deduction from the Fees to Class Counsel Award in  
21 section (i) above.

22 29. Except as provided in this Final Approval Order, Claimants and Settlement Class  
23 Members shall take nothing against Respondents by their First Amended Complaint. This  
24 Final Approval Order may be entered as a Judgment in a court of competent jurisdiction.

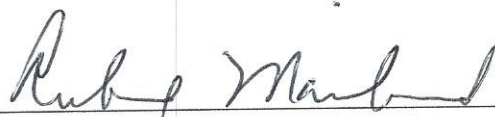
25 30. Without affecting the finality of the Order hereby entered or the Judgment entered  
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1 hereon, the Tribunal reserves jurisdiction over the implementation of the Settlement  
2 Agreement.

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5 **IT IS SO ORDERED** this 21<sup>st</sup> day of September 2017.

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10 Richard R. Mainland, Arbitrator  
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