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11 CRISTINA JAOCHICO, and all others similarly situated
12 (Additional attorneys for parties on following page)

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN FRANCISCO**

15 **(UNLIMITED JURISDICTION)**

16 CRISTINA JAOCHICO, on behalf of herself and
17 all others similarly situated, and as an “aggrieved
18 employee” on behalf of other “aggrieved
19 employees” under the Labor Code Private
20 Attorneys General Act of 2004,

21 *Plaintiff,*

22 vs.

23 CARITAS MANAGEMENT CORP., a
24 California corporation; and DOES 1–50,
25 inclusive,

26 *Defendant(s).*

Case No. CGC-19-575243

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

Action filed: April 12, 2019
Department: 610, The Honorable Garrett L.
Wong

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Attorneys for Defendant,
CARITAS MANAGEMENT CORP.

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Cristina Jaochico
3 (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members,
4 on the one hand, and Defendant Caritas Management Corp. (“Defendant”). Plaintiff and
5 Defendant are collectively referred to herein as the “Parties.”
6

7 **I. DEFINITIONS.**

8 The following definitions are applicable to this Settlement Agreement, in addition to other
9 terms defined elsewhere in the Agreement:

10 **A. “Action”** shall mean: (1) the civil action commenced on April 12, 2019, by
11 Plaintiff against Defendant in the Superior Court of California, County of San Francisco, Case
12 No. CGC-19-575243, and as amended on December 18, 2019 and as set forth herein, entitled:
13 “Cristina Jaochico, on behalf of herself, and all others similarly situated, and as an ‘aggrieved
14 employee’ on behalf of other ‘aggrieved employees’ under the Labor Code Private Attorneys
15 General Act of 2004, *Plaintiff(s)*, vs. Caritas Management Corp., a California corporation; and
16 DOES 1 through 50, inclusive, *Defendant(s)*.”
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18 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons
19 Defendant employed in the position of hourly, non-exempt desk clerk in California during the
20 Class Period. Defendant estimates that, for the period of April 12, 2015 through October 14,
21 2021, there were approximately 155 members.
22

23 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:
24 David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law
25 Group.
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27 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
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1 **Payment**” shall mean the amounts awarded to Class Counsel by the Court to compensate them
2 for, respectively, their fees and expenses in connection with the Action, including their pre-filing
3 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
4 post-Settlement compliance procedures.

5 **E. “Class Notice**” shall mean the Notice of Proposed Settlement attached as **Exhibit**
6 **A** and incorporated by reference into this Agreement.

7 **F. “Class Period**” shall mean the period of time from April 12, 2015 through the
8 date of preliminary Court-approval of this Settlement.

9 **G. “Class Representative Payment**” shall mean the special payment made to
10 Plaintiff in her capacity as Class Representative to compensate her for initiating the Action,
11 performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees
12 and expenses in the event she was unsuccessful in the prosecution of the Action.

13 **H. “Court**” shall mean the Superior Court for the County of San Francisco, Dept.
14 610, 400 McAllister Street, San Francisco, CA 94102-3680.

15 **I. “Defense Counsel**” shall mean the attorneys representing Defendant in the
16 Action: Dorothy S. Liu and Emily Leahy of Hanson Bridgett, LLP.

17 **J. “Effective Date**” is defined as follows: The Effective Date of the Settlement shall
18 be the latest of (a) if no objection to Final Approval is filed, 10 calendar days after Final
19 Approval; (b) if there is an objection to Final Approval that is not withdrawn, 10 calendar days
20 after the period for appeal has expired if no appeal, review or writ is sought from Final Approval;
21 or (c) if an appeal, review or writ is sought from Final Approval, 10 calendar days after Final
22 Approval and final judgment is affirmed with no possibility of subsequent appeal or other judicial
23 review therefrom, or the date the appeal or other judicial review therefrom are fully dismissed
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1 with no possibility of subsequent appeal or other judicial review.

2 **K. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court
3 to determine whether to grant final approval to the Settlement and implement the terms of this
4 Agreement.

5 **L. “Gross Settlement Amount” or “GSA”** shall mean the all-in and non-
6 reversionary Gross Settlement Amount of Three Hundred and Fifty Thousand Dollars and No
7 Cents (\$350,000.00), to be funded by Defendant and Philadelphia Indemnity Insurance
8 Company. The GSA shall be inclusive of all amounts to be paid to Settlement Class Members,
9 Class Counsel fees and costs, enhancement award to the named Plaintiff, PAGA penalties to both
10 the California Labor and Workforce Development Agency (“LWDA”) and allegedly aggrieved
11 employees, Settlement Administration costs and expenses to be paid to the third party
12 administrator, and interest. Under no circumstances will Defendant’s settlement payment exceed
13 the Gross Settlement Amount. Payments to Plaintiff and the Settlement Class shall be for
14 settlement of any and all alleged unpaid wages, damages, statutory penalties, civil penalties,
15 restitution and interest under the California Labor Code, Business and Professions Code
16 §§ 17200, et. seq., the Private Attorneys General Act, Lab. Code §§ 2698 et seq., and applicable
17 Wage Orders of the California Industrial Welfare Commission, including but not limited to IWC
18 Order No. 5-2001 and Labor Code Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516,
19 558, 1194, 1197, 1198 and 2698, et. seq., and Civil Code Section 1021.5. Defendant estimated
20 for purposes of mediation that there are 155 Class Members for the period of 04/12/2015 through
21 the date of mediation. Defendant does not expect the Settlement Class to increase by more than
22 15 percent as of the date of the Preliminary Approval hearing. Defendant further represents that
23 the Settlement Class size will not exceed 178 Settlement Class Members (15% of the putative
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1 class). If, at the time of the Preliminary Approval hearing, the number of class members who
2 would otherwise be included in the Settlement Class definition exceeds 178 class members, then
3 the Class Period and the PAGA Period shall end on the date immediately before the date on
4 which the 178th such individual otherwise came into the definition of the Settlement Class, so
5 that the Settlement Class does not exceed 178 Settlement Class Members (15% of the class at
6 time of mediation).

7
8 **M. “Judgment”** shall mean the Order of Final Judgment entered by the Court that
9 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
10 this Action.

11 **N. “Net Settlement Amount”** shall be calculated by deducting the following from
12 the GSA, and subject to Court approval for the specific allocations and amounts requested by
13 Class Counsel:

- 14 1. the Class Representative Payment as approved by the Court;
- 15 2. the Class Counsel Fees Payment (one-third or 33 and 1/3% of Gross
16 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
17 \$35,000.00) as approved by the Court;
- 18 3. the Settlement Administrator’s reasonable fees and expenses as approved
19 by the Court (not to exceed \$10,000.00); and
- 20 4. the amount of \$4,000.00, seventy-five percent (75%) of which is to be paid
21 to the Labor Workforce Development Agency of California for the PAGA claim, and twenty-
22 five percent (25%) to be distributed to allegedly aggrieved employees.

23 Defendant’s share of any employer payroll taxes to be paid in connection with the portion of the
24 Settlement allocated to alleged unpaid wages (*e.g.*, FICA, FUTA, payroll taxes, and/or any
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1 similar tax or charge – collectively “Employer Taxes”) shall be paid by Defendant to the
2 applicable federal and state tax authorities, separately from the Gross Settlement Amount.

3 **O.** “PAGA Allocation” shall mean the amount of the settlement funds to be
4 distributed to the allegedly aggrieved employees.

5 **P.** “PAGA Period” shall mean the period of time from April , 2018 through the date
6 of preliminary Court-approval of this Settlement.
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8 **Q.** “Participating Class” or “Participating Class Members” shall mean all
9 Settlement Class members who do not submit a valid letter or opt-out form requesting to be
10 excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement.

11 **R.** “Preliminary Approval of the Settlement” shall mean the Court’s preliminary
12 approval of the Settlement..
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14 **S.** “Released Parties” shall mean Defendant and each of its past, present, and future
15 companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures,
16 predecessors, successors, and assigns; and each of Defendant’s past, present, and future officers,
17 directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants,
18 representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors,
19 or assigns of any of the foregoing, and any individual or entity that could be liable for any of the
20 Released Claims, and Defendant’s counsel of record in the Action.

21 **T.** “Settlement” shall mean the disposition of the Action and all related claims
22 effectuated by this Agreement.
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24 **U.** “Settlement Administrator” shall mean CPT Group, Inc. or another
25 administrator proposed by the Parties and appointed by the Court to administer the Settlement.

26 **V.** “Settlement Share” shall mean each Class Member’s allocated share of the Net
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1 Settlement Amount and the PAGA Allocation as provided by this Agreement.

2 **II. RECITALS**

3 A. On or about October 21, 2019 and December 29, 2021, Plaintiff, through her
4 attorneys, sent letters to the Labor Workforce Development Agency (“LWDA”) alleging the
5 following against Defendant: failure to pay wages, failure to provide meal periods, failure to
6 authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay
7 wages and related allegations (the “PAGA letter”). Plaintiff asserted these representative claims
8 on behalf of all Class Members who are or were employed during the applicable statutory period.
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10 B. On April 12, 2019, Plaintiff filed a class action complaint in the San Francisco
11 Superior Court, alleging the same wage and hour claims as set forth in the October 21, 2019
12 PAGA letter and adding a cause of action for unfair competition. On December 18, 2019, Plaintiff
13 filed a First Amended Class action complaint in the San Francisco County Superior Court, adding
14 a cause of action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) based
15 on the same claims and allegations set forth above.
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17 C. On January 7, 2020, Defendant filed an Answer to Plaintiff’s First Amended
18 Complaint. Specifically, Defendant denies that Plaintiff and putative class members are entitled
19 to additional wages and overtime pay. Defendant contends it paid the putative class members for
20 all hours worked as required by law. Defendant denies the Class Members were deprived of meal
21 and rest periods, alleges that it had meal and rest break policies and procedures in place to ensure
22 compliance with California law, and alleges that employees were allowed to take their rest and
23 meal periods. Defendant further alleges that all claims, including any claims for unpaid wages,
24 improper wage statements, waiting time penalties, and rest and meal period claims, are not
25 amenable to class treatment because common issues do not predominate and because Defendant
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1 at all times complied with California law. Defendant asserts that the waiting time penalties claim
2 will fail as to former Class Members who cannot prevail on the claims described above.
3 Defendant denies that it failed to issue accurate itemized wage statements, or otherwise failed to
4 keep accurate and complete employment records.

5 **D.** Following depositions, the Parties engaged in an informal, voluntary exchange of
6 information in the context of privileged settlement discussions to facilitate an early mediation.
7 Defendant produced Plaintiff's entire personnel file (including policies and agreements she
8 signed and acknowledged), copies of its relevant company written policies, time-keeping records,
9 email messages, and paycheck data and records for the putative class, and more detailed time and
10 payroll data for a random sample of putative class members specifically selected by Plaintiff's
11 counsel. In addition, Defendant disclosed and discussed with Class Counsel the Judgment
12 rendered in a related case, *Videau v. Caritas Management Corporation*, Case No. CGC-19-
13 575502.
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15 **E.** On October 14, 2021, following much of the foregoing informal discovery and
16 exchange of information, the Parties participated in a mediation session presided over by
17 Mediator Mark S. Rudy, an experienced class action mediator. During the mediation, the Parties
18 had a full day of productive negotiations, and each side, represented by its respective counsel,
19 recognized the risk of an adverse result in the Action. In the weeks following the mediation, the
20 parties agreed to settle the Action and all other matters covered by this Agreement, as
21 memorialized in the parties' signed Memorandum of Understanding, and pursuant to the terms
22 and conditions of this Agreement.
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25 **F.** Pursuant to the parties' Memorandum of Understanding, the parties stipulated to
26 Plaintiff's filing of a Second Amended Complaint as part of this Settlement, in order to state any
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1 and all claims raised at mediation that were not alleged in the First Amended Complaint, solely
2 for the purpose of this Settlement on a class-wide and representative basis and for no other
3 purpose. Defendant reserves the right to raise any and all defenses to all claims raised in Plaintiff's
4 Second Amended Complaint, and does not concede that amendment of the First Amended
5 Complaint is appropriate other than for settlement of the class action/PAGA representative action
6 and does not concede that any such claims are meritorious. Defendant reserves the right to oppose
7 amendment of the First Amended Complaint in the event the Court does not grant preliminary or
8 final approval of settlement of the instant class action and PAGA representative action.
9 Accordingly, because Plaintiff's Second Amended Complaint is for the sole purpose of effecting
10 this Settlement, the parties stipulated that the deadline within which Defendant is to file a
11 responsive pleading to the Second Amended Complaint, if necessary, shall be extended until 90
12 days after notice of entry of the Court's order granting final approval of the parties' settlement of
13 this Settlement; and in the event the Court does not grant preliminary or final approval of this
14 Settlement, the Second Amended Complaint shall be deemed withdrawn and Plaintiff shall have
15 45 days within which to file a noticed motion for leave to amend complaint, and Defendant shall
16 have 30 days within which to file an opposition to Plaintiff's motion for leave to amend
17 complaint, if any.

20 **G.** On January 11, 2022, Plaintiff filed a Second Amended Complaint in accordance
21 with the parties' stipulation, alleging claims for failure to pay at the correct rates of pay, including
22 but not limited to overtime hours at required rates of pay; adding a cause of action for unpaid
23 wages, including but not limited to alleged unpaid overtime wages; and adding claims for civil
24 penalties under Labor Code Sections 510, 1194, and 1197, on behalf of Plaintiff and the putative
25 class and alleged aggrieved employees.
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H. Based on their own thorough, independent investigation and evaluation of this case, Class Counsel are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by Defendant, the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendant contends it has no liability in this case, Defendant's counsel shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given the respective risks associated with the case.

I. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims or to the State, or as an admission by Plaintiff that Defendant's defenses raised in the Action have merit. This Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement.

Based on the foregoing Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Conditional Certification for Settlement Purposes Only. Solely for the purposes of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the Settlement Class. The Parties agree that certification for purposes of settlement is not an admission that class certification is otherwise proper under Section 382 of the Code of Civil Procedure. The Parties agree that if for any reason the Settlement is not preliminarily and finally approved, the conditional certification of

1 the Settlement Class will be of no force or effect and shall become null and void; does not
2 constitute an admission by Defendant that class certification is proper; shall be inadmissible for
3 any purpose in any action; shall have no bearing on the issue of whether or not certification
4 would be appropriate in a non-settlement context; will not be deemed admissible in this or any
5 other proceeding; and the Parties shall revert to the respective positions they held prior to
6 entering into this Settlement, including that the Parties will litigate the issue of class
7 certification. Defendant expressly reserves its rights and declares that it intends to oppose class
8 certification vigorously should this Settlement not be granted final approval.
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10 **B. Gross Settlement Amount.** As consideration, and subject to the terms and
11 conditions of this Agreement, the Gross Settlement Amount of Three Hundred and Fifty
12 Thousand Dollars and No Cents (\$350,000.00), plus Defendant's employer share of employer-
13 side payroll taxes as defined above, is the maximum amount payable for this Settlement, to be
14 funded by Defendant and Philadelphia Indemnity Insurance Company. In no event will
15 Defendant be required to pay more than the Gross Settlement Amount for distribution to the
16 Plaintiff, Class Counsel, Class Members, LWDA, and Settlement Administrator. If, at the time
17 of the Preliminary Approval hearing, the number of class members who would otherwise be
18 included in the Settlement Class definition exceeds 178 class members, then the Class Period and
19 the PAGA Period shall end on the date immediately before the date on which the 178th such
20 individual otherwise came into the definition of the Settlement Class, so that the Settlement Class
21 does not exceed 178 Settlement Class Members (15% of the class at time of mediation). The
22 release provisions of this Settlement will not take effect until the Gross Settlement Amount has
23 been funded in full per this Settlement Agreement.
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26 **C. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
27 conditions of this Agreement, the Settlement Administrator will make the following payments
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1 out of the Gross Settlement Amount as follows within forty-five (45) days of the Effective Date:

2 **1. To Plaintiff.**

3 (a) **Class Representative Payment.** For purposes of this Settlement
4 only, the Parties agree to the designation of Plaintiff as "Class Representative." In addition to her
5 Settlement Share, Plaintiff will apply to the Court for an award of not more than Fifteen Thousand
6 Dollars and No Cents (\$15,000.00) as her Class Representative Payment. Defendant agrees not
7 to oppose a Class Representative Payment of not more than \$15,000.00. Plaintiff will receive no
8 other payment other than her Settlement Share and Class Representative Payment, and
9 acknowledges that she is aware of no other facts or circumstances related to her employment
10 with Defendant that could give rise to any additional entitlement to any further payments. The
11 Settlement Administrator will pay the Class Representative Payment approved by the Court out
12 of the Gross Settlement Amount at no additional cost to Defendant. Payroll taxes, withholdings,
13 and deductions will not be taken from the Class Representative Payment, and instead a Form
14 1099 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all
15 responsibility and liability for the payment of taxes due on the Class Representative Payment.
16 Any portion of the Class Representative Payment not awarded to Plaintiff will not revert to
17 Defendant, but instead shall be returned to the Net Settlement Amount for distribution to the
18 Participating Class Members.

19 **2. To Class Counsel.** Class Counsel will apply to the Court for an award of
20 not more than One Hundred and Sixteen Thousand Six Hundred Sixty Dollars and Sixty Six
21 Cents (\$116,666.66) (which is 33 and 1/3% of the Gross Settlement Amount) as their Class
22 Counsel Fees Payment and an amount not more than Thirty Five Thousand Dollars and No Cents
23 (\$35,000.00) as their Class Counsel Litigation Expenses Payment, and Defendant agrees not to
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1 oppose this request. The Settlement Administrator will pay the amount approved by the Court
2 (but not more than One Hundred and Sixteen Thousand Six Hundred Sixty Dollars and Sixty Six
3 Cents (\$116,666.66) in fees and not more than Thirty Five Thousand Dollars and No Cents
4 (\$35,000.00) in expenses) out of the Gross Settlement Amount. Withholding and deductions will
5 not be taken from the Class Counsel Fees and Litigation Expenses Payment and one or more
6 Forms 1099 will be issued to Class Counsel with respect to those payments.

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8 **3. To the Settlement Administrator.** The Settlement Administrator will be
9 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
10 Court in an amount currently estimated to not exceed Ten Thousand Dollars and No Cents
11 (\$10,000.00).

12 **4. To the LWDA.** The Parties will jointly apply to the Court for approval of
13 a settlement of claims under the Private Attorneys General Act (“PAGA”), California Labor Code
14 section 2698, *et seq.*, for Four Thousand Dollars and No Cents (\$4,000.00), of which, payment
15 from the Gross Settlement Amount to the LWDA will be made in the amount of Three Thousand
16 Dollars and No Cents (\$3,000.00), which is 75% of the PAGA settlement. One Thousand Dollars
17 and No Cents (\$1,000.00), 25% of the PAGA settlement, will be distributed to allegedly
18 aggrieved employees as their PAGA Allocation.

19
20 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**
21 Subject to the terms and conditions of this Agreement, the Settlement Administrator will
22 distribute a payment from the Net Settlement Amount to each Participating Class Member. The
23 Settlement Share for each Participating Class Member will be calculated as follows,
24 understanding that the formulas below do not constitute an admission by either party, and are
25 intended only to provide a practical means to simplify and administer the claims process:
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1 **(a) Participating Class Members' Settlement Shares.** Individual
2 settlement payments to the Settlement Class shall be made from the Net Settlement Amount and
3 the PAGA Allocation, payable to eligible Class Members allocated as follows: 33.33% as
4 payment for alleged unpaid wages, 33.33% as alleged unpaid interest, and 33.33% as alleged
5 unpaid civil and statutory penalties. IRS Forms W-2 will be issued for alleged unpaid wages and
6 IRS Forms 1099 will be issued for alleged unpaid interest and unpaid civil penalties.
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8 **(b) Settlement Share Calculation.** The Net Settlement Amount will
9 be distributed to all Participating Class Members (i.e., all Settlement Class members except
10 those who have submitted a timely exclusion letter or opt-out form) based on each Participating
11 Class Member's proportionate weeks of employment during the Class Period by multiplying
12 the NSA by a fraction, the numerator of which is the Participating Class Member's total weeks
13 of employment as an hourly, non-exempt desk clerk during the Class Period ("Individual
14 Member Employment Weeks"), and the denominator of which is the total weeks of
15 employment as an hourly, non-exempt desk clerk for all Participating Class Members during
16 the Class Period.

17 **(c) PAGA Allocation.** In addition to the NSA, One Thousand
18 Dollars (\$1,000.00) of the GSA has been designated as the PAGA Allocation, as defined above.
19 Each Participating Class Member who was employed by Defendant at any time during the
20 PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of pay
21 periods worked by all Participating Class Members during the PAGA Period, which will be
22 calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the
23 Participating Class Member's number of pay periods worked as an hourly, non-exempt desk
24 clerk during the PAGA Period ("Individual Member Pay Periods"), and the denominator of
25 which is the total number of pay periods worked as an hourly, non-exempt desk clerk by all
26 Participating Class Members during the PAGA Period.

27 **(d)** The Settlement Administrator shall assign to each Class Member

1 the "Settlement Share" which shall be calculated by adding the Class Member's share of the
2 NSA to his or her share of the PAGA Allocation, calculated as described above.

3 **2. Settlement Share Worksheet.** Upon calculation of the Class Members'
4 Settlement Share, the Settlement Administrator shall furnish to Class Counsel and Defense
5 counsel a worksheet containing a list unique identifying numbers for each of the Class Members
6 with their corresponding Individual Member Employment Weeks, Individual Member Pay
7 Periods, and Settlement Shares.

8 **E. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the
9 Class Members' claims for unpaid wages. Each Class Member shall be individually responsible
10 for the employee's share of applicable payroll tax withholdings and deductions. Accordingly,
11 each Settlement Share allocated to wages will be reduced by applicable state and federal tax
12 withholdings and deductions, and the Settlement Administrator will issue a Form W-2 to each
13 Participating Class Member. Defendant will be responsible for the employer-side payroll taxes
14 as set forth above.

15 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
16 appoint CPT Group, Inc., a qualified administrator, to serve as the Settlement Administrator,
17 which, as a condition of appointment, will agree to be bound by this Agreement with respect to
18 the performance of its duties and its compensation. The Settlement Administrator's duties will
19 include preparing, printing, and mailing the Class Notice to all Class Members; and using
20 reasonable measures to contact all Class Members, including conducting a National Change of
21 Address search on all Class Members before mailing the Class Notice to each Class Member's
22 address. The Settlement Administrator's duties will also include re-mailing the Class Notice to
23 the Class Member's new address for those Class Members whose address has changed; providing
24 the Parties with weekly status reports as to opt-outs and objections, and about the delivery of
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1 Class Notice; calculating Settlement Shares and payments; preparing, issuing and distributing
2 checks to effectuate the payments due under the Settlement; reporting to the Court as required;
3 and otherwise administering the Settlement pursuant to this Agreement. The Settlement
4 Administrator's reasonable fees and expenses, including the cost of printing and mailing the
5 Class Notice, will be paid out of the Gross Settlement Amount, as set forth herein, subject to
6 Court approval. Any portion of the of the Settlement Administrator's fees and expenses that are
7 not used or which are not awarded by the Court will not revert to Defendant, but instead will be
8 part of the Net Settlement Amount for distribution to Participating Class Members. If the
9 Settlement Administrator's fees and expenses exceed Ten Thousand Dollars and No Cents
10 (\$10,000.00), such cost will be deducted from the Net Settlement Amount.
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13 **G. Qualified Settlement Fund.** "QSF" shall mean the Qualified Settlement Fund
14 established by the Settlement Administrator for the benefit of the Participating Class members
15 and from which the Settlement Shares and all other payments under this Agreement shall be
16 paid with the exception of the employer's share of payroll taxes, as stated above. The
17 Settlement Administrator shall have its own Employer Identification Number under Internal
18 Revenue Service Form W-9 and shall use its own Employer Identification Number and shall
19 transmit the required employer's and employees' share of the withholdings, if any, to the
20 appropriate state and federal tax authorities. The Settlement Administrator shall establish a
21 settlement fund that meets the requirements of a QSF under U.S. Treasury Regulation section
22 468B-1 and section 468B of the Internal Revenue Code of 1986, as amended (the "Code").
23 The QSF shall be an interest-bearing account at a federally insured bank that is mutually
24 acceptable to the Parties and the Settlement Administrator. The Parties agree that the QSF is
25 intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg.
26 Section 1.468B-1, 26 CFR Sections 1.468B-1, et seq., and will be administered by the
27 Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall:
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1 (1) open and administer in such a manner as to qualify and maintain the qualification of the
2 QSF as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. Section
3 1.468B-1; (2) satisfy all federal, state, and local income and other tax reporting, return, and
4 filing requirements with respect to Defendant and the QSF and any interest or other income
5 earned by the QSF; and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes,
6 interest, or penalties) with respect to the interest or other income earned by the QSF, and (ii)
7 fees, expenses, and costs incurred in connection with the opening and administration of the
8 QSF and the performance of its duties and functions as described in this Settlement Agreement.
9 The aforementioned taxes, fees, costs, and expenses shall be treated as, and included in, the
10 costs of administering the QSF and as Settlement Administration costs. The Settlement
11 Administrator shall provide copies to Defendant of any federal, state, and local income or other
12 tax reporting, return, and filing prepared on Defendant's behalf. The Parties agree to cooperate
13 with the Settlement Administrator and one another to the extent reasonably necessary to carry
14 out the provisions of this section.

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16 **H.** The Settlement Administrator shall be treated as an “administrator” as defined at
17 Treasury Regulation section 1.468B-2(k) for purposes of federal and state income tax reporting
18 with respect to the distributions and payments made under this Settlement Agreement.
19 Accordingly, the Settlement Administrator will be responsible for issuing to Participating Class
20 members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts
21 allocated as penalties and interest at times and in the manner required by the Internal Revenue
22 Code and consistent with this Settlement Agreement. If the Internal Revenue Code, the
23 regulations promulgated thereunder, or other applicable tax law, is changed after the date of
24 this Settlement Agreement, the processes set forth in this section may be modified in a manner
25 to comply with any such changes. Notwithstanding the treatment of the payments to each
26 Participating Class Member above, none of the payments called for by this Settlement
27 Agreement, including the wage portion, are to be treated as earnings, wages, pay or

1 compensation for any purpose of any applicable benefit or retirement plan, unless required by
2 such plans.

3
4 **I.** It is acknowledged and understood that Plaintiff, Defendant, Class Counsel, and
5 Defense Counsel cannot offer tax advice to Settlement Class members or Participating Class
6 Members regarding the tax treatment of any payments made under this Settlement Agreement,
7 nor should any statement made herein be construed as tax advice. Neither Class Counsel nor
8 Defense Counsel intend anything contained in this Settlement Agreement to constitute advice
9 regarding taxes or taxability. Plaintiff, Settlement Class members, and Participating Class
10 Members should consult with their respective tax advisers regarding the tax treatment of any
11 payments made under this Settlement Agreement.

12
13 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

14 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
15 will move the Court for an order granting Preliminary Approval of the Settlement (the “Motion
16 for Preliminary Approval”), setting a date for the Final Approval Hearing, and approving the
17 Class Notice (attached as **Exhibit A** to this Agreement), the Exclusion Request form (attached
18 as **Exhibit B** to this Agreement), and the Dispute Form (attached as **Exhibit C** to this
19 Agreement). Any disagreement among the Parties concerning the Class Notice or other
20 documents necessary to implement the Settlement will be referred to the Court.

21
22 **1.** At the hearing on the Motion for Preliminary Approval, the Parties
23 anticipate that they will appear and support the granting of the motion, and that Class Counsel
24 will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class
25 and Setting Hearing for Final Approval of Settlement.

26
27 **2.** Should the Court decline to approve the Settlement, the Settlement will be

1 null and void and the Parties will have no further obligations under it.

2 **3.** Class Counsel agree to provide Defense Counsel with a draft of Plaintiff's
3 Motion for Preliminary Approval at least four (4) business days prior to filing the motion. Class
4 Counsel agree to meet and confer with Defense Counsel as to a mutually agreed-upon date for
5 the Preliminary Approval hearing.
6

7 **B. Notice to Class Members.** After the Court enters its order granting Preliminary
8 Approval of the Settlement, every Class Member will be provided with a "Class Notice," as
9 approved by the Court.

10 **1.** **List of Class Members.** The Parties agree that Defendant will provide to
11 the appointed Settlement Administrator an electronic database containing the Class Members'
12 names, last known addresses, last known telephone numbers and/or last known e-mails, social
13 security numbers, and employment dates during the Class Period within thirty (30) calendar days
14 of Defendant's receipt of the Court's entry of an Order granting preliminary approval of the
15 Settlement. **Such class data and/or class list shall remain strictly confidential and for the**
16 **Settlement Administrator's eyes only, not to be disclosed to Plaintiff or Class Counsel or**
17 **any Class Member.** The appointed Settlement Administrator shall sign an agreement with
18 Defendant to keep this information strictly confidential, in a password protected database.
19 Defendant shall provide data for calculation of the Individual Member Employment Weeks and
20 the Individual Member Pay Periods as defined above. If any of the Class Members' Data are
21 unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make its
22 best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must
23 be submitted to the Settlement Administrator. Class Members' Data will otherwise remain
24 confidential and will not be disclosed to anyone, except as necessary to applicable taxing
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1 authorities, or pursuant to Defendant's express written authorization or by order of the Court.

2 **2. Mailing of Class Notice.** Within fourteen (14) days after receiving the
3 Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will
4 mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing
5 address information provided by Defendant, unless modified by any updated address information
6 that the Settlement Administrator obtains in the course of administration of the Settlement.
7

8 **3. Returned Class Notice.** If a Class Notice is returned because of an
9 incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days
10 from receipt of the returned Class Notice, search for a more current address for the Class Member
11 and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the
12 Class Members' Data and otherwise work with Defendant's Counsel and Class Counsel to find
13 a more current address. The Settlement Administrator will be responsible for taking reasonable
14 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
15 address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S.
16 Postal Service. These reasonable steps shall include the tracking of all undelivered mail;
17 performing address searches for all mail returned without a forwarding address; and promptly re-
18 mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed,
19 the Settlement Administrator will note for its own records and notify Class Counsel and
20 Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status
21 report provided to the Parties.
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24 **4. Declaration of Settlement Administrator.** Not later than twenty-one
25 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
26 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
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1 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
2 Administrator will supplement its declaration of due diligence if any material changes occur from
3 the date of the filing of its prior declaration.

4 **C. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her
5 estimated Settlement Share, the Class Member may produce evidence to the Settlement
6 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow
7 the directions on the Class Notice. To be valid and timely, all disputes and supporting documents
8 must be postmarked by the date specified in the Class Notice (no less than 60 days from the initial
9 mailing of the Class Notice by the Settlement Administrator). A Class Member may use the
10 Dispute Form (**Exhibit C** to this Settlement), though a Class Member is not obligated to do so to
11 request exclusion from the Settlement. Defendant's time records and payroll records will be
12 presumptively determinative in any dispute or challenge by a Class Member over entitlement to
13 payment, share of payment, or membership in the class.

14 **D. Requests for Exclusion from Settlement; and Objections to Settlement.** Class
15 Members may submit requests to be excluded from the effect of the Settlement, or objections to
16 the Settlement, pursuant to the following procedures:

17 **1. Request for Exclusion from Settlement.** A Class Member may request
18 to be excluded from the effect of this Agreement, and any payment of amounts under this
19 Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class
20 Member wants to be excluded from this Action. This letter must include the Class Member's
21 name, address, telephone number, and signature. To be valid and timely, the request to be
22 excluded must be postmarked by the date specified in the Class Notice (no less than 60 days from
23 the initial mailing of the Class Notice by the Settlement Administrator). A Class Member may
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1 use the Exclusion Request form (**Exhibit B** to this Settlement), though a Class Member is not
2 obligated to do so to request exclusion from the Settlement. A Class Member who properly
3 submits a valid and timely request to be excluded from the Action shall not receive any payment
4 of any kind in connection with this Agreement or this Action, shall not be bound by or receive
5 any benefit of this Agreement, and shall have no standing to object to the Settlement. A request
6 for exclusion must be mailed to the Settlement Administrator at the address provided on the Class
7 Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the
8 Parties as follows:

10
11 *To Class Counsel:*

12 David G. Spivak, Esq.
13 The Spivak Law Firm
14 8605 Santa Monica Bl., PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Dorothy S. Liu Esq.
Hanson Bridgett, LLP
425 Market Street
26th Floor
San Francisco, CA 94105

15
16 Any amount attributed to the share of class members who opt-out shall be redistributed to
17 Participating Class Members on a pro-rata basis, and the Settlement Administrator will then be
18 responsible for making appropriate deductions, reporting obligations, and issuing the individual
19 settlement awards. The Parties agree that there is no statutory right for any Class Member to opt-
20 out, or otherwise exclude himself or herself from the PAGA portion of the Settlement.

21
22 **2. Objections to Settlement.** The Class Notice will provide that any Class
23 Member who does not request exclusion from the Action and who wishes to object to the
24 Settlement should submit an objection in writing to the Settlement Administrator not later than
25 60 days after the Settlement Administrator mails the Class Notice. The written objection to the
26 Settlement should set forth the grounds for the objection and the other information required by
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1 this paragraph. The objection should be mailed to the Settlement Administrator at the address
2 provided on the Class Notice. The Settlement Administrator shall transmit the objections to
3 counsel for the Parties as follows:

4 *To Class Counsel:*

5 David G. Spivak, Esq.
6 The Spivak Law Firm
7 8605 Santa Monica Bl., PMB 42554
8 West Hollywood, CA 90069

To Defense Counsel:

Dorothy S. Liu Esq.
Hanson Bridgett, LLP
425 Market Street
26th Floor
San Francisco, CA 94105

9
10 Counsel will promptly file such objection with the Court.

11 The written objection should state the objecting Class Member's full name, address, and
12 the approximate dates of his or her employment with Defendant. The written objection should
13 state the basis for each specific objection and any legal support in clear and concise terms. The
14 written objection also should state whether the Class Member intends to formally intervene and
15 become a party of record in the action, and upon formally intervening, appear and argue at the
16 Final Approval Hearing.

17 Regardless of whether an objecting Class Member complies with the objection procedure
18 encouraged above, the Court will provide a Class Member with the opportunity to speak at the
19 final approval hearing regardless of whether he or she has filed an appearance or submitted a
20 written opposition beforehand. If the objecting Class Member does not formally intervene in the
21 action and/or the Court rejects the Class Member's objection, the Class Member will still be
22 bound by the terms of this Agreement. The Parties agree that there is no statutory right for any
23 Class Member to object to the PAGA portion of the Settlement.
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26 **E. Report.** Settlement Administrator shall provide weekly reports to both Class
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1 Counsel and Defense Counsel as to class participation with respect to opt-outs and objections.
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3 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
4 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
5 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
6 Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the
7 Settlement at any time prior to date the Court enters final approval of this Settlement if 10.00%
8 or more than of Class Members timely and validly opt out of the Settlement or if the Court fails
9 to approve material terms of the settlement, including the scope of the release. Defendant must
10 make such election within 10 business days of being notified by the Settlement Administrator
11 10.00% or greater opt-out rate or the Court's denial of the settlement with prejudice.
12

13 **G. Additional Briefing and Final Approval.** Plaintiff will file with the Court a
14 motion for final approval of the Settlement and payment of the Settlement Administrator's
15 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and
16 Class Counsel will serve on Defendant and file with the Court a motion for awards of the Class
17 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
18 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.
19 Class Counsel agree to provide Defense Counsel with a draft of Plaintiff's Motion for Final
20 Approval at least four (4) business days prior to filing the motion. Class Counsel agree to meet
21 and confer with Defense Counsel as to a mutually agreed-upon date for the Final Approval
22 hearing.
23

24 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
25 response to any Class Member's objection to the Settlement and/or reply in support of their
26 motion for final approval of the Settlement, and payment of the Settlement Administrator's
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1 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
2 and Class Counsel may file replies in support of their motions for the Class Representative
3 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

4 If the Court ultimately does not grant final approval of the Settlement or grants final
5 approval conditioned on any material change to the Settlement, then either Party will have the
6 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further
7 obligations under the Settlement, including any obligation by Defendant to pay the Gross
8 Settlement Amount or any amounts that otherwise would have been payable under this
9 Agreement, except that Defendant and Plaintiff will jointly and equally pay the Settlement
10 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
11 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
12 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,
13 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
14 constitute a material modification to the Settlement within the meaning of this Paragraph and
15 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to
16 appeal awards of attorneys' fees and costs less than requested.

17 Upon final approval of the Settlement by the Court at or after the Final Approval Hearing,
18 the Parties will present for the Court's approval and entry a Proposed Final Order and Judgment.
19 The Final Order and Judgment shall permanently bar all Participating Class Members from
20 prosecuting against Defendant or any Released Parties any claims within the scope of the
21 Releases contained in this Agreement.

22 After entry of the Judgment, the Court will have continuing jurisdiction over the Action
23 and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement
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1 administration matters, and (iii) addressing such post-Judgment matters as may be appropriate
2 under court rules or applicable law.

3 **H. Waiver of Right to Appeal.** Provided that the Judgment is entered pursuant to
4 the terms and conditions of this Agreement, and that no Class Member timely objects to the
5 Settlement and formally intervenes into the action as required under the California Supreme
6 Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260, 228 Cal. Rptr. 3d 106
7 (2018) or files a motion pursuant to Code of Civil Procedure section 663, the Parties hereby
8 waive, except as provided for in this Agreement or prohibited by law, any and all rights to appeal
9 from the Judgment, including all rights to any post-judgment proceeding and appellate
10 proceeding, such as a motion to vacate judgment, a motion for new trial, any extraordinary writ,
11 and any appeal, and the Judgment therefore will become non-appealable at the time it is entered.
12 The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
13 proceedings, or post-judgment proceedings brought by an intervenor or other third party. If an
14 appeal is taken from the Judgment, the time for consummation of the Settlement (including
15 making any payments under the Settlement) will be suspended until the appeal is fully and finally
16 resolved and the Judgment, consistent with the terms of this Agreement, becomes Final.

17 **I. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
18 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
19 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies
20 the Judgment such that there is a material modification to the Settlement, and that court's decision
21 is not completely reversed and the Judgment is not fully affirmed on review by a higher court,
22 then either Plaintiff or Defendant will have the unilateral right to void the Settlement, which the
23 Party must do by giving written notice to the other Parties, the reviewing court, and the Court,
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1 not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or
2 materially modifying the Judgment becomes final. The Party exercising its right to unilaterally
3 void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement
4 Administrator for services rendered. An order vacating, reversing or modifying the Court's award
5 of the Class Representative Payment, or the Class Counsel Fees Payment and/or Class Counsel
6 Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of
7 the Judgment within the meaning of this paragraph, and shall not render the Settlement voidable.
8

9 **J. Funding of Settlement.** The GSA shall be funded by Defendant and Philadelphia
10 Indemnity Insurance Company and shall be deposited with the Settlement Administrator into a
11 Qualified Settlement Fund (as set forth above) for the benefit of the Participating Class Members,
12 within thirty (30) days after the Effective Date of the settlement, as defined above.
13

14 **K. Payment of Settlement Shares.** Within forty-five (45) days after the Effective
15 Date, the Settlement Administrator shall pay Settlement Shares, from the Settlement Account, to
16 all Class Members (who do not submit valid requests to be excluded from the Action). The
17 Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate
18 amount to the Participating Class Member at the address indicated in the list of Class Member
19 names and addresses provided by Defendant, or as subsequently determined by the Settlement
20 Administrator to be the correct address.
21

22 **L. Uncashed Settlement Share Checks.** Any check issued by the Settlement
23 Administrator to Class Members who do not timely and validly opt out shall be negotiable for
24 one hundred and eighty (180) calendar days. Those funds represented by checks returned as
25 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
26 (collectively, "Voided Settlement Checks"), plus any interest that has accrued on those funds,
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1 will be turned over to the State Controller for the State of California, to be deposited in the
2 California Unclaimed Property Fund in the name of the Class Members concerned.

3 **M.** The Settlement Administrator will mail or wire all required payments no later than
4 fourteen (14) calendar days after receipt of the funds representing the Gross Settlement Amount
5 are deposited into the Qualified Settlement Fund. Proof of payment will be filed with the Court.
6

7 **N. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
8 days after final disbursement of all funds from the Qualified Settlement Fund, the Settlement
9 Administrator will serve on the Parties for filing with the Court a declaration providing a final
10 summary report on the disbursements of all funds from the Qualified Settlement Fund.

11 **V. RELEASE OF CLAIMS**

12 **A. Release Of Claims By Plaintiff and Class Members.**

13 Upon the Effective Date, the claims to be released by the Settlement Class include all
14 claims asserted in the Action on behalf of Plaintiff and the Settlement Class, and any claims that
15 could have been asserted based on the facts and circumstances alleged in this lawsuit, including
16 the Complaint, the First Amended Complaint and the Second Amended Complaint. Upon final
17 approval by the Court, and in exchange for the consideration provided, Settlement Class
18 Members, and their respective heirs, beneficiaries, devisees, executors, administrators, trustees,
19 conservators, guardians, personal representatives, successors-in-interest, and assigns, will have
20 forever and completely released Defendant and the Released Parties (as defined above) from any
21 and all claims, charges, complaints, causes of action, debts, liabilities, demands, grievances,
22 obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages, restitution,
23 injunctive relief, and remedies of any other type during the Class Period that are based on, arise
24 out of, or are related to conduct asserted in this Action or could have been asserted in this Action
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1 based on the facts and circumstances alleged in this Action, including but not limited to such
2 claims made pursuant to the California Industrial Welfare Commission Wage Orders, Section
3 17200 of the California Business and Professions Code, and California Labor Code Sections 201,
4 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1198 and 2698, et. seq., and
5 Civil Code Section 1021.5 for the alleged failure to provide meal breaks, alleged failure to
6 provide rest breaks, alleged meal and rest period penalties, the alleged failure to provide adequate
7 wage statements, the alleged failure to pay all wages earned for all hours worked at the correct
8 rates of pay, the alleged failure to pay minimum wage, alleged failure to pay wages for all hours
9 worked, the alleged failure to pay overtime, the alleged failure to timely pay wages ("waiting
10 time" penalties), unfair business practices under Business and Professions Code section 17200 et
11 seq., and for alleged penalties and interest pursuant to the California Labor Code and the Private
12 Attorneys General Act of 2004 ("PAGA"), up to and including the date of entry of a Court order
13 granting preliminary approval of this Settlement ("Released Claims"). Any Settlement Class
14 Member covered by the Agreement will be barred from proceeding with any claim released by
15 the Agreement, consistent with this Agreement. Plaintiff and all Settlement Class Members and
16 their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators,
17 guardians, personal representatives, successors-in-interest, and assigns, will forever and
18 completely release and discharge Defendant and the Released Parties from any and all claims,
19 charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses,
20 attorneys' fees, penalties, interest, damages, restitution, injunctive relief, declaratory relief and
21 remedies of any other type, which are asserted or which could have been asserted in the
22 Complaint, the First Amended Complaint, and the Second Amended Complaint based on the
23 facts pled in this Action occurring during the Settlement Class Period through the date of entry
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1 of a Court order granting preliminary approval of this Settlement. The release provisions of this
2 Settlement will not take effect until Defendant has paid the Gross Settlement Amount in full per
3 this Settlement Agreement.

4 **B. General Release of Claims by Plaintiff.**

5 In exchange for the consideration provided, including the Class Representative Payment,
6 upon the Effective Date, Plaintiff on behalf of herself individually and the Settlement Class, she
7 will have forever and completely released Defendant and the Released Parties from any and all
8 claims, demands, rights, liabilities and causes of action that she has or could have against
9 Defendant regarding her employment through the date of entry of a Court order granting
10 preliminary approval of this class settlement. Such claims include any and all known and
11 unknown claims for violation of the California Labor Code, Section 17200 of the California
12 Business and Professions Code, the Private Attorneys General Act, the applicable Industrial
13 Welfare Commission Orders or any similar state or federal law, whether for economic damages,
14 non-economic damages, liquidated damages, punitive damages, restitution, penalties, alleged
15 unpaid wages, interest, other monies, or other relief based on any facts, circumstances,
16 transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to
17 act that have been asserted or could have been asserted in the Complaint, First Amended
18 Complaint or Second Amended Complaint based on the facts alleged in this litigation through
19 the date of entry of a Court order granting preliminary approval of this Settlement, including any
20 and all claims that Plaintiff has arising out of or relating directly or indirectly in any manner
21 whatsoever to her employment with Defendant, including but not limited to any and all claims
22 under Section 17200 of the California Business and Professions Code, PAGA and California
23 Labor Code Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1021.5, 1194,
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1 1197, 1198 and 2698, et. seq., based on the facts alleged in this litigation through the date of
2 entry of a Court order granting preliminary approval of this Settlement. Named Plaintiff hereby
3 executes a general release of all claims and a waiver of rights under Civil Code Section 1542,
4 including but not limited to a release of any and all claims under the Age Discrimination in
5 Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, Title VII
6 of the Civil Rights Act, the California Fair Employment and Housing Act, the California Family
7 Rights Act, the California Labor Code, the California Business and Professions Code, and the
8 Private Attorneys General Act. In exchange for the consideration provided by Defendant to the
9 Plaintiff, as to the foregoing known and unknown claims, Plaintiff agrees that this Agreement
10 extends to all of her claims against Defendant and the Released Parties, regardless of nature or
11 kind, whether known or unknown, suspected or unsuspected, vested or contingent, arising from
12 or attributable to any incident or event, occurring in whole or in part, on or before the parties'
13 execution of this Agreement, and that any and all rights granted under any state or federal law or
14 regulation limiting the effect of this Agreement, including the provisions of Section 1542 of the
15 California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Civil Code Section 1542
16 provides:

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20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
21 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
22 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
23 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
24 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
25 DEBTOR OR RELEASED PARTY.

26 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
27 full and complete release and discharge of Defendant and the Released Parties, Plaintiff expressly
28 acknowledges that this Agreement is intended to include in its effect, without limitation, all
claims which she does not know or suspect to exist in her favor at the time of execution hereof,

1 and that this Agreement contemplates the extinguishment of any such claim or claims. Plaintiff
2 hereby waives the right to participate in, or to receive recovery from, any other representative
3 action, class action or PAGA action brought by any other employee against Defendant. Plaintiff
4 further covenants not to sue Defendant for any claims or causes of action covered by this Release.
5

6 C. VOLUNTARY AGREEMENT/STATUTORY REPRESENTATIONS. Plaintiff
7 acknowledges that she has been supplied with and has read the terms of this Agreement, that she
8 has been encouraged to review this document thoroughly, and that she has discussed this
9 Agreement with her attorneys. Plaintiff warrants that she understands the contents and effect of
10 this document, approves and accepts the terms of this Agreement, agrees to be bound thereby,
11 and signs the same of her own free will. Plaintiff understands that under the provisions of the
12 Age Discrimination in Employment Act, she is entitled to a 21-day period to consider this
13 Agreement and to sign it. If Plaintiff elects to sign the Agreement sooner, she acknowledges that
14 she voluntarily waived the 21-day period. Plaintiff shall have a period of 7 calendar days after
15 she signs this Agreement to revoke it. Any revocation by Plaintiff shall be in writing and shall
16 be delivered personally or by e-mail to Defense Counsel, Dorothy S. Liu of Hanson Bridgett,
17 LLP, before the expiration of such 7th day. In the event that Defense Counsel does not receive
18 such notice, the Agreement will become effective, final and binding under the terms set forth
19 herein, subject to Court approval. Should Plaintiff exercise her right to revoke the Agreement,
20 she will not be entitled to the payments provided in this Agreement.
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23 **VI. NON-PUBLICITY PROVISION**

24 The Class Representative and Class Counsel will keep all terms of this settlement
25 confidential and will not issue any press releases or comment to press, and will not make any
26 public disclosure or social media postings (including counsel's website) of the Dispute, the
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1 Settlement or the Memorandum of Understanding except for what is necessary to obtain
2 preliminary or final approval of this Settlement from the Court. If comment or information is
3 requested by the media, the Class Representative and Class Counsel will provide no information
4 other than direct the media to the public records of the action on file with the Court. Class
5 Counsel will take all steps necessary to ensure Class Representative are aware of, and will
6 encourage them to adhere to, the restriction against public disclosure and media comment on the
7 Settlement and its terms. Class Counsel and the Class Representative agree that this
8 Confidentiality term is a material term and that breach of this provision shall be deemed a
9 material breach of this Settlement. The Parties agree that breach of this term shall cause
10 irreparable harm to Defendant.

12 **VII. MISCELLANEOUS TERMS**

14 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
15 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
16 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
17 and Class Members will be deemed to have waived all such claims, whether known or unknown
18 by them, as part of their release of claims under this Agreement.

19 **B. No Admission of Liability.** The Parties agree the Settlement is not an admission
20 of any liability or wrongdoing. Defendant denies any liability or wrongdoing of any kind and
21 further denies that this action is or would be appropriate for representative or class treatment for
22 any purpose other than settling the action. defendant maintains, among other things, that it has
23 complied with California law in all aspects, and continues to do so. Nothing in the Settlement, or
24 settlement negotiations, approval of settlement, orders related to settlement or any other aspect
25 of the Settlement will be used, construed or deemed as an admission of liability, culpability,
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1 negligence, or wrongdoing on the part of Defendant. Defendant does not concede that any alleged
2 wages or penalties are due or owing and vigorously disputes all of the claims in this action.
3 Defendant enters into this conditional settlement and executes this Agreement with no admission
4 of liability whatsoever, and solely for the purposes of compromising and settling the action to
5 avoid the cost and operational burden of continued litigation.
6

7 C. Non-Evidentiary Use. Pursuant to California Evidence Code Section 1152, this
8 Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve,
9 interpret, or enforce this Settlement Agreement; provided, however, that this Settlement
10 Agreement may be used by Defendant and/or the Released Parties to prove or defend against
11 any claim released herein by Plaintiff or any Class Member in any claim or threatened claim,
12 including but not limited to any judicial, quasi-judicial, administrative, or governmental
13 proceeding. Neither this Settlement Agreement or its terms, nor any statements or conduct in
14 the negotiation or drafting of it, shall be admissible, offered, or used as evidence by the Parties,
15 any Class Member, or their respective counsel in the Action or in any other proceeding as
16 evidence of liability or wrongdoing by Defendant and/or the Released Parties, or for any
17 purpose whatsoever. If Final Approval does not occur, the Parties agree that this Settlement
18 Agreement is void, but remains protected by California Evidence Code Section 1152. In the
19 event of non-approval by the Court, the Parties may not use the fact that the Parties agreed to
20 settle the case (nor any communications regarding the Settlement or any confidential data
21 provided for settlement purposes only), as evidence of Defendant's liability. Whether or not
22 the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement,
23 proceeding or conduct related to the Settlement or the Agreement, nor any reports or
24 accounting of those matters, will be (i) construed as, offered or admitted in evidence as,
25 received as, or deemed to be evidence for any purpose adverse to Defendant or any other
26 Released Parties, including, but not limited to, evidence of a presumption, concession,
27 indication or admission by any of the Released Parties of any liability, fault, wrongdoing,
28

1 omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any
2 of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or
3 administrative action or proceeding except for purposes of effectuating the Settlement pursuant
4 to this Agreement.

5
6 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
7 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
8 between the Parties relating to the Settlement, and it will then be deemed that no oral
9 representations, warranties, covenants, or inducements have been made to any Party concerning
10 this Agreement or its exhibits other than the representations, warranties, covenants, and
11 inducements expressly stated in this Agreement and its exhibits.

12
13 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
14 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
16 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
17 The Parties and their counsel will cooperate with each other and use their best efforts to effect
18 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
19 the form or content of any document needed to implement the Agreement, or on any supplemental
20 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
21 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions
22 and assistance of the court will be consistent with this Agreement.

23
24 **F. Modification of Agreement.** This Agreement, and all parts of it, may be
25 amended, modified, changed, or waived only by an express written instrument signed by all
26 Parties or their successors-in-interest.

1 **G. Agreement Binding on Successors.** This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties.

3 **H. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
4 be governed by and interpreted according to the laws of the State of California, without giving
5 effect to any conflict of law principles or choice of law principles.

6 **I. Cooperation in Drafting.** The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed against any Party on the
8 basis that the Party was the drafter or participated in the drafting.

9 **J. Fair Settlement.** The Parties and their respective counsel believe and warrant that
10 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
11 at this Agreement through arms-length negotiations, considering all relevant factors, current and
12 potential.

13 **K. Headings.** The descriptive heading of any section or paragraph of this Agreement
14 is inserted for convenience of reference only and does not constitute a part of this Agreement.

15 **L. Notice.** All notices, demands or other communications given under this
16 Agreement will be in writing and deemed to have been duly given as of the third calendar day
17 after mailing by United States mail and via e-mail, addressed as follows:

18 *To Class Counsel:*
19 David G. Spivak, Esq.
20 The Spivak Law Firm
21 8605 Santa Monica Bl., PMB 42554
22 West Hollywood, CA 90069
23 E-mail: david@spivaklaw.com

24 *To Defense Counsel:*
25 Dorothy S. Liu, Esq.
26 Hanson Bridgett, LLP
27 425 Market Street
28 26th Floor
San Francisco, CA 94105
E-mail: DLIU@hansonbridgett.com

Execution in Counterpart. This Agreement may be executed in one or more
counterparts. All executed counterparts and each of them will be deemed to be one and the same

instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

Dated: 05 / 07 / 2022, 2022

By: 
CRISTINA JAOCHICO

Dated: _____, 2022

By: _____
DEVESH PATEL
President,
CARITAS MANAGEMENT CORP.

THE SPIVAK LAW FIRM

Dated: _____, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: _____, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

HANSON BRIDGETT, LLP

Dated: _____, 2022

By: _____
DOROTHY S. LIU,
Attorneys for Defendant,

instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

Dated: _____, 2022


By: _____
CRISTINA JAOCHICO

Dated: _____, 2022

By: _____
DEVESH PATEL
President,
CARITAS MANAGEMENT CORP.

THE SPIVAK LAW FIRM

Dated: 05 / 06 / 2022
_____, 2022

By: 

DAVID G. SPIVAK, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: _____, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

HANSON BRIDGETT, LLP

Dated: _____, 2022

By: _____
DOROTHY S. LIU,
Attorneys for Defendant,

1 instrument provided that counsel for the Parties will exchange between themselves original signed
2 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
3 which shall be produced on reasonable request. Any executed counterpart will be admissible to
4 prove the existence and contents of this Agreement.
5

6
7 Dated: _____, 2022

By: _____
CRISTINA JAOCHICO

8
9 Dated: _____, 2022

By: _____
DEVESH PATEL
President,
CARITAS MANAGEMENT CORP.


12
13 THE SPIVAK LAW FIRM

14
15 Dated: _____, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

18
19 UNITED EMPLOYEES LAW GROUP

20
21 Dated: May 5, 2022

By: 
WALTER L. HAINES, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

23
24 HANSON BRIDGETT, LLP

25
26 Dated: _____, 2022

By: _____
DOROTHY S. LIU,
Attorneys for Defendant,

1 instrument provided that counsel for the Parties will exchange between themselves original signed
2 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
3 which shall be produced on reasonable request. Any executed counterpart will be admissible to
4 prove the existence and contents of this Agreement.
5

6
7 Dated: _____, 2022

By:

CRISTINA JAOCHICO

8
9 Dated: 5/11, 2022

By:

DEVESH PATEL

President,

CARITAS MANAGEMENT CORP.

12
13 THE SPIVAK LAW FIRM

14
15 Dated: _____, 2022

By:

DAVID G. SPIVAK, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

18
19 UNITED EMPLOYEES LAW GROUP

20
21 Dated: _____, 2022

By:

WALTER L. HAINES, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

24
25 HANSON BRIDGETT, LLP

26 Dated: _____, 2022

By:

DOROTHY S. LIU,
Attorneys for Defendant,

1 instrument provided that counsel for the Parties will exchange between themselves original signed
2 counterparts. Facsimile signatures will be presumptive evidence of execution of the original,
3 which shall be produced on reasonable request. Any executed counterpart will be admissible to
4 prove the existence and contents of this Agreement.
5

6
7 Dated: _____, 2022

By: _____
CRISTINA JAOCHICO

8
9 Dated: _____, 2022

By: _____
DEVESH PATEL
President,
CARITAS MANAGEMENT CORP.

12
13 THE SPIVAK LAW FIRM

14
15 Dated: _____, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

18
19 UNITED EMPLOYEES LAW GROUP

20
21 Dated: _____, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, CRISTINA JAOCHICO, and
all others similarly situated

23
24 HANSON BRIDGETT, LLP

25
26 Dated: May 12, 2022

By: 
DOROTHY S. LIU,
Attorneys for Defendant,

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CARITAS MANAGEMENT CORP.

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EXHIBIT A

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR COURT APPROVAL**

3 *Cristina Jaochico v. Caritas Management Corp., Case No. CGC-19-575243*

4 **As a current or former hourly, non-exempt desk clerk of Caritas Management Corp. in California, you may be entitled to receive money from a class action settlement.**

5 CPT ID: <<CPT ID>>

Please provide current address (if different) here:

6 <<Name>>

7 <<Address1>>

8 <<Address2>>

9 <<City>>, <<State>> <<Zip Code>>

10 *The San Francisco County Superior Court has authorized this Class Notice.*
11 *This is not a solicitation from a lawyer.*

12 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION
13 SETTLEMENT IF YOU ARE A CURRENT OR FORMER HOURLY, NON-EXEMPT DESK
14 CLERK OF CARITAS MANAGEMENT CORP. IN THE STATE OF CALIFORNIA
15 BETWEEN APRIL 12, 2015 AND <<THE DATE OF PRELIMINARY COURT-APPROVAL
16 OF THIS SETTLEMENT>>.

- 17 • The company has agreed to a proposed settlement of \$350,000.00 (the “Gross Settlement
18 Amount”) that will be used to pay claims to: All persons Defendant Caritas Management
19 Corp. employed as hourly, non-exempt desk clerks in the State of California during the “Class
20 Period” of April 12, 2015 to <<the date of preliminary Court-approval of this Settlement>>
21 (the “Class Members”). The Gross Settlement Amount includes (a) expenses and fees of the
22 Settlement Administrator up to \$10,000.00; (b) an Class Representative Payment of
23 \$15,000.00 to the Plaintiff Cristina Jaochico as the class representative; (c) attorneys’ fees
24 of up to \$116,666.66 and litigation expenses of up to \$35,000.00 to Class Counsel; and (d)
25 \$4,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act,
26 California Labor Code Section 2698, *et seq.* (“PAGA”)(75% of which will go to the
27 California Labor & Workforce Development Agency (“LWDA”) and 25% of which will go
28 to Class Members). The Court must approve these payments at the Final Approval Hearing.
- The company vigorously disputes the claims asserted in this litigation. The company enters
into this Settlement for the sole purpose of avoiding the operational burden, expense and
uncertainty of continuing litigation.
-
- The settlement resolves a lawsuit entitled *Cristina Jaochico v. Caritas Management Corp.*,
Case No. CGC-19-575243 in San Francisco County Superior Court (the “Action”) for
Defendant’s alleged failure to pay wages, failure to provide meal periods, failure to authorize

1 and permit rest periods, failure to issue proper wage statements, failure to timely pay wages,
2 failure to pay wages for all hours worked, failure to pay alleged overtime, claimed penalties,
3 and other legal consequences that would follow from these failures, including claims under
4 California's Business & Professions Code and PAGA. This settlement avoids the costs and
risks from continuing the Action, pays money to persons like you, and releases Defendant
from alleged liability.

- 5 • The Court has **not** made a determination of the validity of the claims in the Action. The Court
6 has **not** made any rulings relating to the claims brought by Plaintiff. This Notice is not to be
7 understood as an expression of any opinion by the Court as to the merits of the claims asserted
by Plaintiff.
- 8 • The parties agree that the settlement is **not** an admission of any liability or wrongdoing.
9 Defendant vigorously disputes the claims asserted in this litigation and denies any and all
10 liability arising from any of the claims. Defendant entered into the settlement solely for the
11 purposes of compromising and settling the action to avoid the cost and operational burden of
12 continued litigation, and with no admission of liability whatsoever. Defendant contends that
13 at all relevant times it properly compensated the Class Members, provided lawful meal
periods, authorized and permitted lawful rest breaks, reimbursed for all work expenses,
provided accurate itemized wage statements, timely paid wages, and fully complied with all
applicable laws. Defendant does not concede that any alleged wages or penalties are due or
owing and disputes all of the claims in this action.
- 14 • Class Members will receive a payment based on the number of weeks of employment as an
15 hourly, non-exempt front desk clerk, rounded up to the nearest full week, during the Class
Period.
- 16 • Class Members who were employed by Defendant at any time from April 9, 2018 to <<the
17 date of the Preliminary Approval hearing>> ("PAGA Period") will also receive a payment
18 based on the number of pay periods worked as an hourly, non-exempt desk clerk during the
PAGA Period.

19 **PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.**
20 **YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

21 **HOW MUCH WILL I GET?**

22 You have a total number of <<number of weeks of employment>> weeks of employment
23 during the Class Period.

24 You have a total number of <<number of pay periods>> pay periods during the PAGA Period.

25 It is expected that you will receive approximately <<Individual settlement share>> from this
Settlement.

26 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

27 **DO NOTHING**

Receive a payment and give up your legal rights to pursue claims
released by the settlement of the Action.

OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement, including the release of claims.
DISPUTE THE CALCULATION	If you feel that you were employed a different number of weeks or a different number of pay periods as an hourly, non-exempt desk clerk than identified above, you may dispute that calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, CPT Group, Inc., providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because Defendant's records show that you were employed by Defendant in California as an hourly, non-exempt desk clerk during the Class Period of April 12, 2015 to <<the date of preliminary Court-approval of this Settlement>>. You have a right to know about the proposed settlement in the Action and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Action, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the San Francisco County Superior Court. The person who sued is called "Plaintiff" and the organization she sued is called "Defendant."

2. What is the Action about?

In the Action, Cristina Jaochico ("Plaintiff") alleged multiple violations of the California Labor Code, the California Business & Professions Code, and PAGA, including causes of action for: failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to pay wages for all hours worked, failure to pay alleged overtime, claimed penalties, unfair competition under California's Business & Professions Code, and claims for civil penalties for violations of the PAGA. Defendant denies all of Plaintiff's claims and asserts that it has properly complied with all applicable laws and regulations governing meal periods, rest periods, wage statements, and

1 payment obligations.

2 3. Why is there a settlement?

3 The parties disagree on the probable outcome of the case with respect to liability, damages, and
4 how much money could be recovered if the Plaintiff won at trial. Defendant believes the Plaintiff
5 would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or
6 Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses,
7 and disruption associated with continued litigation and they have therefore chosen to resolve
8 their differences by entering into a settlement. By doing so, the parties can avoid the cost of a
9 trial, yet Class Members are still entitled to receive payments if they comply with the instructions
in this Class Notice. The parties entered into this settlement after arms-length negotiations while
using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel
believe that the proposed settlement is fair and reasonable and is in the best interest of the Class
Members.

10 4. What is a class action settlement?

11 The Court must approve the terms of the proposed settlement as fair and reasonable. Once
12 approved, the settlement will affect all Class Members, except those who have properly opted
13 out. This Class Notice explains your legal rights, the terms of the settlement, what you must do
14 to participate, and the amount of money you may receive. Please read this entire Class Notice
carefully.

15 5. What should I do?

16 You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however,
17 that if this Class Notice reaches you and the address where you now live is different, you need
18 to contact the Settlement Administrator and provide updated information so that any future
correspondence or the settlement check itself reaches you and is not returned as an address
unknown.

19 If you are still employed by Defendant, your decision about whether to participate in the
20 Settlement will not affect your employment. In accordance with California law, the company
21 strictly prohibits retaliation and will not take any adverse employment action against or
22 otherwise retaliate or discriminate against any Class Member because of the Class Member's
decision to either participate or not participate in the Settlement.

23 6. How much will my payment be?

24 After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is
25 available for review), the remainder will be used to pay Class Members a pro-rata payment based
26 on the number of weeks of employment of each Class Member during the Class Period ("Pro-
Rata Share").

27 Class Members who were employed by Defendant during the PAGA Period will receive an
28 additional pro-rata payment based on the number of pay periods each Class Member worked

1 during the PAGA Period ("PAGA Share").

2 The Settlement Administrator shall determine by how many weeks of employment and pay
3 periods each such Class Member has.

4 Your estimated payment is listed above, on page 2 of this document. If you do not dispute your
5 settlement share calculation, and do not opt out of the settlement, you will be bound by the
6 settlement and receive a settlement payment. **In other words, you do not need to take any
action to receive a settlement payment.**

7 If you wish to dispute the number of weeks of employment or number of pay periods credited to
8 you or anything else about your employment status, you must write to the Settlement
9 Administrator indicating what you believe is incorrect and return it on or before <<date>> [60
10 days after initial mailing] via U.S. Mail with proof of the submission date (such as a postmark
11 or delivery service date stamp). You may use the enclosed Dispute Form for this purpose. If the
12 Settlement Administrator re-mailed your Class Notice to a new address, you will have additional
13 30 days from the date of the re-mailed Class Notice to write to the Settlement Administrator to
14 dispute your employment information. You must also send any documents or other information
15 that you contend supports your belief that the information set forth above is incorrect. The
16 Settlement Administrator will resolve any dispute based upon Defendant's records and any
17 information you provide. Please be advised that the information on this Notice is presumed to be
18 correct unless the documents you submit are company records from Defendant. Defendant's time
19 records and payroll records will be presumptively determinative in any dispute or challenge by
20 you over entitlement to payment, share of payment, or membership in the class. There is no
21 statutory right for any Class Member to opt-out, or otherwise exclude, himself or herself from
22 the PAGA portion of the Settlement.

23 For tax purposes, each settlement payment will be treated as 33.33% for alleged unpaid wages,
24 33.33% as alleged unpaid interest, and 33.33% as alleged unpaid civil and statutory penalties.
25 IRS Forms W-2 will be issued for alleged unpaid wages and IRS Forms 1099 will be issued for
26 alleged unpaid interest and unpaid civil penalties. Participating Class Members are responsible
27 for the proper income tax treatment of the Settlement Shares. The Settlement Administrator,
28 Defendant and their counsel, and Plaintiffs and Class Counsel cannot provide tax advice.
Accordingly, participating Settlement Class members should consult with their tax advisors
concerning the tax consequences and treatment of payments they receive under the Settlement.

7. When would I get my payment?

23 The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing
24 time>> to decide whether to approve the proposed settlement. If the Court approves the
25 settlement and anyone objects, there may be appeals. It is always uncertain when these objections
26 and appeals can be resolved, and resolving them can take time. To check on the progress of the
settlement, call the Settlement Administrator at <<settlement administrator phone number>>, or
contact Class Counsel (see below for Class Counsel's contact information.). Please be patient.

27 You will have 180 days to cash your settlement check. If a mailed Individual Settlement payment

1 is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check),
2 all uncashed funds will be paid to the California State Controller's Office Unclaimed Property
3 Fund with the identity of the Class Member to whom the funds belong, to be held for the Class
4 Member.

8. What am I releasing?

5 If you do not exclude yourself from the settlement (according to the procedures explained below),
6 you will release certain claims as follows:

7 Upon the Effective Date, the claims to be released by the Settlement Class include all
8 claims asserted in the Action on behalf of Plaintiff and the Settlement Class, and any
9 claims that could have been asserted based on the facts and circumstances alleged in this
10 lawsuit, including the Complaint, the First Amended Complaint and the Second Amended
11 Complaint. Upon final approval by the Court, and in exchange for the consideration
12 provided, Settlement Class Members, and their respective heirs, beneficiaries, devisees,
13 executors, administrators, trustees, conservators, guardians, personal representatives,
14 successors-in-interest, and assigns, will have forever and completely released Defendants
15 and the Released Parties (as defined below) from any and all claims, charges, complaints,
16 causes of action, debts, liabilities, demands, grievances, obligations, guarantees, costs,
17 expenses, attorneys' fees, penalties, damages, restitution, injunctive relief, and remedies
18 of any other type during the Class Period that are based on, arise out of, or are related to
19 conduct asserted in this Action or could have been asserted in this Action based on the
20 facts and circumstances alleged in this Action, including but not limited to such claims
21 made pursuant to the California Industrial Welfare Commission Wage Orders, Section
22 17200 of the California Business and Professions Code, and California Labor Code
23 Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1198 and
24 2698, et. seq., and Civil Code Section 1021.5 for the alleged failure to provide meal
25 breaks, alleged failure to provide rest breaks, alleged meal and rest period penalties, the
26 alleged failure to provide adequate wage statements, the alleged failure to pay all wages
27 earned for all hours worked at the correct rates of pay, the alleged failure to pay minimum
28 wage, the alleged failure to pay wages for all hours worked, the alleged failure to pay
overtime, the alleged failure to timely pay wages ("waiting time" penalties), unfair
business practices under Business and Professions Code section 17200 et seq., and for
alleged penalties and interest pursuant to the California Labor Code and the Private
Attorneys General Act of 2004 ("PAGA"), up to and including the date of entry of a Court
order granting preliminary approval of this Settlement ("Released Claims"). Any
Settlement Class Member covered by the Agreement will be barred from proceeding with
any claim released by the Agreement, consistent with this Agreement. Plaintiff and all
Settlement Class Members and their respective heirs, beneficiaries, devisees, executors,
administrators, trustees, conservators, guardians, personal representatives, successors-in-
interest, and assigns, will forever and completely release and discharge Defendant and
the Released Parties from any and all claims, charges, causes of action, debts, liabilities,
demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest,
damages, restitution, injunctive relief, declaratory relief and remedies of any other type,
which are asserted or which could have been asserted in the Complaint, the First

1 Amended Complaint, and the Second Amended Complaint based on the facts pled in this
2 Action occurring during the Settlement Class Period through the date of entry of a Court
order granting preliminary approval of this Settlement.

3 “Released Parties” shall mean Defendant and each of its past, present, and future
4 companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures,
5 predecessors, successors, and assigns; and each of Defendant’s past, present, and future
6 officers, directors, shareholders, partners, agents, insurers, employees, attorneys,
7 advisors, accountants, representatives, plans, trusts, trustees, heirs, executors,
administrators, predecessors, successors, or assigns of any of the foregoing, and any
individual or entity that could be liable for any of the Released Claims, and Defendant’s
counsel of record in the Action.

8 The release provisions of this Settlement will not take effect until Defendant has paid the Gross
9 Settlement Amount in full per this Settlement Agreement.

10
11 **9. How can I opt out of this settlement?**

12 You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail
13 to the Settlement Administrator with the following sentence, or something similar, stating: “I
14 request to be excluded from the class action proceedings in the matter of *Cristina Jaochico v.*
15 *Caritas Management Corp.*, Case No. CGC-19-575243.” You may use the enclosed “Election
16 not to Participate in Settlement Form” for this purpose. You will have **60 days** from the date of
mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the
Settlement Administrator, CPT Group, Inc., <<settlement administrator mailing address>> and
be postmarked no later than <<response deadline>>, or it will not be considered and you will be
bound by the settlement. If the Settlement Administrator re-mailed your Class Notice to a new
address, you will have additional 30 days from the date of the re-mailed Class Notice to opt out.
You must include your full name (and former names, if any) and address in your request and you
must sign the written request.

19
20 **10. Do I have a lawyer in this case?**

21 The Court has appointed David G. Spivak and The Spivak Law Firm, 8605 Santa Monica Bl.,
22 PMB 42554, West Hollywood, California 90069, telephone (213) 725-9094,
23 david@spivaklaw.com, to represent you and other Class Members in the Action. These lawyers
are called Class Counsel. They will be compensated from the Gross Settlement Amount as
discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire
one at your own expense.

24 Defendant is represented by Dorothy S. Liu of Hanson Bridgett LLP, 425 Market Street, 26th
25 Floor, San Francisco, California 94105, telephone (415) 777-3200, DLIU@hansonbridgett.com.

26
27 **11. How will the lawyers be paid?**

1 Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third)
2 of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs
3 incurred in connection with the Action. The Court may choose to award less than the amount
4 requested by Class Counsel.

4 12. How do I tell the Court that I do not like the settlement?

5 You can ask the Court to deny approval by objecting. You cannot ask the Court to order a larger
6 settlement; the Court can only approve or deny the settlement. If the Court denies the settlement,
7 no settlement payments will be sent out and the Action will continue. If that is what you want to
8 happen, you must object.

8 You may object to the proposed settlement in writing or in person. You may also appear at the
9 Final Approval Hearing, either in person or through your own attorney. If you appear through
10 your own attorney, you are responsible for paying that attorney. All written objections and
11 supporting papers should (a) clearly identify the case name and number (*Cristina Jaochico v.*
12 *Caritas Management Corp.*, Case No. CGC-19-575243), (b) be submitted to the Settlement
13 Administrator by mailing them to the Settlement Administrator, CPT Group, Inc., <<settlement
14 administrator mailing address>>, and (c) be filed or postmarked on or before <<response
15 deadline>>. If the Settlement Administrator re-mailed your Class Notice to a new address, you
16 will have additional 30 days from the date of the re-mailed Class Notice to object. Class Members
17 may appear at the final approval hearing to be heard on their objections, even if they have not
18 previously served a written objection.

15 There is no statutory right for any Class Member to object to the PGA portion of the Settlement.
16 If you object to the Settlement, you will remain a member of the Settlement Class, and if the
17 Court approves the Settlement, you will be bound by the terms of the Settlement, including the
18 release of claims.

18 13. When and where will the Court decide whether to approve the settlement?

19 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval
20 hearing time>> at the San Francisco County Superior Court, Dept. 610, 400 McAlister Street,
21 San Francisco, CA 94102-3680. At this hearing, the Court will consider whether the settlement
22 is fair, reasonable, and adequate. If there are objections that were properly made, the Court will
23 consider them. The Court will listen to people who have asked to speak at the hearing. The Court
24 may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide
25 whether to approve the settlement. We do not know how long this decision will take.

24 14. Do I have to come to the hearing?

25 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
26 come at your own expense. If you sent an objection, you do not have to come to Court to talk
27 about it. As long as you timely mailed your written objection, the Court will consider it. You
28 may also pay your own lawyer to attend, but it is not required.

15. May I speak at the hearing?

Regardless of whether you properly objected to the settlement, you may speak at the fairness hearing.

16. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call <<settlement administrator phone number>> or write the Settlement Administrator, CPT Group, Inc., located at <<settlement administrator mailing address>>.

You can also access the San Francisco County Superior Court's Online Services at <https://www.>, or by visiting the Clerk's Office at the San Francisco County Superior Court, Dept. 610, 400 McAlister Street, San Francisco, CA 94102-3680, between _:_ a.m. and _:_ p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

REMINDER AS TO TIME LIMITS

The deadline for submitting an Election Not to Participate in Settlement Form, Dispute Form, or Objection is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

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EXHIBIT B

3 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

4 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

5 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NOT LATER
6 THAN <<RESPONSE DEADLINE>>:**

7 *Jaochico v. Caritas Management Corp.* Class Action Settlement Administrator
8 c/o _____
9 _____

10 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
11 bound by the Settlement and also will not share in the settlement proceeds.

12 _____
13 (Typed or Printed Name)

14 _____
15 (Address)

16 _____
17 (City, State, Zip Code)

18 _____
19 (Telephone Number, Including Area Code)

20 _____
21 (Identification Number)

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct and was executed on _____.

23 Dated: _____
24 _____
25 (Signature)

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EXHIBIT C

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DISPUTE FORM

Superior Court of The State of California
For The County of San Francisco
Cristina Jaochico v. Caritas Management Corp., Case No. CGC-19-575243

Indicate Name/Address Changes, if any:

<<Name>> _____
<<Address>> _____
<<City>>, <<State>> <<Zip Code>> _____
XX – XX - _ _ _ _

TO ALL PERSONS DEFENDANT EMPLOYED IN THE POSITION OF HOURLY, NON-EXEMPT DESK CLERK IN THE STATE OF CALIFORNIA FROM APRIL 12, 2015 THROUGH <<THE DATE OF PRELIMINARY COURT-APPROVAL OF THIS SETTLEMENT>>.

The amount of your estimated Settlement Award is based upon the number of weeks you were employed as an hourly, non-exempt desk clerk between April 12, 2015 and <<the date of preliminary Court-approval of this Settlement>>, and the number of pay periods worked as an hourly, non-exempt desk clerk between April 9, 2018 and <<the date of preliminary Court-approval of this Settlement>>

YOUR ELIGIBLE WEEKS OF EMPLOYMENT AND PAY PERIODS

Defendant’s records indicate that you worked <<number of weeks of employment>> weeks between April 12, 2015 and <<the date of preliminary Court-approval of this Settlement>> and <<number of pay periods>> pay periods between April 9, 2018 and <<the date of preliminary approval of this Settlement>>

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <<Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 reflecting the payment to you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down.

If you wish to dispute the number of weeks of employment or pay periods credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Settlement Administrator via U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendant’s records and any information you provide. Please be advised that the information on this Dispute Form is presumed to be correct unless the documents you submit are company records from Defendant.

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF S, RECEIPT OF A DIRECT SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

CRISTINA JAOCHICO, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

CARITAS MANAGEMENT CORP., a California corporation; and DOES 1–50, inclusive,

Defendant(s).

Case No. CGC-19-575243

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: April 12, 2019
Department: 610

The Motion of Plaintiff Cristina Jaochico (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court. The Court having considered the Motion, the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY

1 ORDERS THE FOLLOWING:

2 1. The Court grants preliminary approval of the Settlement and the Settlement Class
3 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
4 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
5 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
6 Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the
7 Settlement falls within the range of reasonableness and appears to be presumptively valid,
8 subject only to any objections that may be raised at the final hearing and final approval by this
9 Court. The Court will make a determination at the hearing on the motion for final approval of
10 class action settlement (the "Final Approval Hearing") as to whether the Settlement is fair,
11 adequate and reasonable to the Settlement Class.
12

13 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
14 all persons Defendant employed in the position of hourly, non-exempt desk clerk in California
15 during the Class Period. Defendant estimates that, for the period of April 12, 2015 through
16 October 14, 2021, there were approximately 155 members (collectively "Class Members"), who
17 worked anytime during the Class Period. The "Class Period" shall mean the period of time from
18 April 12, 2015, through the date of this order approving the Settlement. The "PAGA Period"
19 shall mean the period of time from April 9, 2018 through the date of this order approving the
20 Settlement. Defendant estimated for purposes of mediation that there are 155 Class Members
21 for the period of 04/12/2015 through the date of mediation. Defendant does not expect the
22 Settlement Class to increase by more than 15 percent as of the date of the Preliminary Approval
23 hearing. Defendant further represents that the Settlement Class size will not exceed 178
24 Settlement Class Members (15% of the putative class). If, at the time of the Preliminary
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1 Approval hearing, the number of class members who would otherwise be included in the
2 Settlement Class definition exceeds 178 class members, then the Class Period and the PAGA
3 Period shall end on the date immediately before the date on which the 178th such individual
4 otherwise came into the definition of the Settlement Class, so that the Settlement Class does not
5 exceed 178 Settlement Class Members (15% of the class at time of mediation).
6

7 3. The Effective Date of the Settlement shall be the latest of (a) if no objection to
8 Final Approval is filed, 10 calendar days after Final Approval; (b) if there is an objection to
9 Final Approval that is not withdrawn, 10 calendar days after the period for appeal has expired
10 if no appeal, review or writ is sought from Final Approval; or (c) if an appeal, review or writ is
11 sought from Final Approval, 10 calendar days after Final Approval and final judgment is
12 affirmed with no possibility of subsequent appeal or other judicial review therefrom, or the date
13 the appeal or other judicial review therefrom are fully dismissed with no possibility of
14 subsequent appeal or other judicial review.
15

16 4. This action is provisionally certified pursuant to section 382 of the California
17 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
18 for purposes of settlement only with respect to the proposed Settlement Class, and subject to the
19 terms and conditions of the parties' Stipulated Class Action Settlement Agreement.
20

21 5. The Court hereby preliminarily finds that the Settlement was the product of
22 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
23 making this preliminary finding, the Court considered the nature of the claims set forth in the
24 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
25 allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement
26 represents a compromise of the Parties' respective positions. The Court further preliminarily
27

1 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
2 preferential treatment to any individual Class Member. Accordingly, the Court preliminarily
3 finds that the Settlement was entered into in good faith.

4 6. The Court finds that the dates set forth in the Settlement for mailing and
5 distribution of the Class Notice meet the requirements of due process and provide the best notice
6 practicable under the circumstances, and constitute due and sufficient notice to all persons
7 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
8 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
9 schedule for further proceedings:
10

11 a. By _____, Defendant shall provide
12 _____, the appointed Settlement Administrator,
13 with: (a) An electronic database of all Class Members names, last known
14 addresses, last known telephone numbers and/or last known e-mails, social
15 security numbers, and employment dates during the Class Period within
16 thirty (30) calendar days of Defendant's receipt of the Court's entry of an
17 Order granting preliminary approval of the Settlement. **Such class data**
18 **and/or class list shall remain strictly confidential and for the Settlement**
19 **Administrator's eyes only, not to be disclosed to Plaintiff or Class**
20 **Counsel or any Class Member.** The appointed Settlement Administrator
21 shall sign an agreement with Defendant to keep this information strictly
22 confidential, in a password protected database. Defendant shall provide data
23 for calculation of each Class Members weeks of employment as an hourly,
24 non-exempt Desk Clerk during the Class Period and each Class Member's
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1 number of pay periods worked as an hourly, non-exempt desk clerk during
2 the PAGA Period. If any of the Class Members' Data are unavailable to
3 Defendant, Defendant will so inform Class Counsel and the Parties will make
4 its best efforts to reconstruct or otherwise agree upon the Class Members'
5 Data prior to when it must be submitted to the Settlement Administrator.
6 Class Members' Data will otherwise remain confidential and will not be
7 disclosed to anyone, except as necessary to applicable taxing authorities, or
8 pursuant to Defendant's express written authorization or by order of the
9 Court.
10

11 b. **Mailing of Class Notice.** By _____, approximately
12 fourteen (14) days after receiving the Class Members' Data, or as soon
13 thereafter as it can do so, the Settlement Administrator will mail the Class
14 Notice to all identified Class Members via first-class U.S. mail using the
15 mailing address information provided by Defendant, unless modified by any
16 updated address information that the Settlement Administrator obtains in the
17 course of administration of the Settlement.
18

19 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect
20 address, the Settlement Administrator will promptly, and not later than ten
21 (10) days from receipt of the returned Class Notice, search for a more current
22 address for the Class Member and re-mail the Class Notice to the Class
23 Member. The Settlement Administrator will use the Class Members' Data
24 and otherwise work with Defendant's Counsel and Class Counsel to find a
25 more current address. The Settlement Administrator will be responsible for
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1 taking reasonable steps, consistent with its agreed-upon job parameters, court
2 orders, and fee, to trace the mailing address of any Class Member for whom
3 a Class Notice is returned as undeliverable by the U.S. Postal Service. These
4 reasonable steps shall include the tracking of all undelivered mail;
5 performing address searches for all mail returned without a forwarding
6 address; and promptly re-mailing to Class Members for whom new addresses
7 are found. If the Class Notice is re-mailed, the Settlement Administrator will
8 note for its own records and notify Class Counsel and Defendant's Counsel
9 of the date and address of each such re-mailing as part of a weekly status
10 report provided to the Parties.
11

12 d. **Declaration of Settlement Administrator.** Not later than twenty-one (21)
13 court days prior to the Final Approval Hearing, the Settlement Administrator
14 will provide the Parties for filing with the Court a declaration of due diligence
15 setting forth its compliance with its obligations under this Agreement. Prior
16 to the Final Approval Hearing, the Settlement Administrator will supplement
17 its declaration of due diligence if any material changes occur from the date
18 of the filing of its prior declaration.
19

20 e. **Requests for Exclusion from Settlement; and Objections to Settlement.**
21 Class Members may submit requests to be excluded from the effect of the
22 Settlement, or objections to the Settlement, pursuant to the following
23 procedures:
24

25 i. **Request for Exclusion from Settlement.** A Class Member may
26 request to be excluded from the effect of this Agreement, and any
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1 payment of amounts under this Agreement, by timely mailing a letter
2 to the Settlement Administrator stating that the Class Member wants
3 to be excluded from this Action. This letter must include the Class
4 Member's name, address, telephone number, and signature. To be
5 valid and timely, the request to be excluded must be postmarked by
6 the date specified in the Class Notice (_____, or 60 days
7 from the initial mailing of the Class Notice by the Settlement
8 Administrator). A Class Member who properly submits a valid and
9 timely request to be excluded from the Action shall not receive any
10 payment of any kind in connection with this Agreement or this
11 Action, shall not be bound by or receive any benefit of this
12 Agreement, and shall have no standing to object to the Settlement. A
13 request for exclusion must be mailed to the Settlement Administrator
14 at the address provided on the Class Notice. The Settlement
15 Administrator shall transmit the request for exclusion to counsel for
16 the Parties as follows:

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20 *To Class Counsel:*

21 David G. Spivak, Esq.
22 The Spivak Law Firm
23 8605 Santa Monica Bl., PMB 42554
24 West Hollywood, CA 90069

To Defense Counsel:

Dorothy S. Liu, Esq.
Hanson Bridgett, LLP
425 Market Street
26th Floor
San Francisco, CA 94105

25 Class members do not have a right to opt out, or seek exclusion from, the PAGA portion of the
26 settlement.

ii. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement should submit an objection in writing to the Settlement Administrator by _____, or 60 days after the Settlement Administrator mails the Class Notice, a written objection to the Settlement which sets forth the grounds for the objection and the other information required by this paragraph. The objection should be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the objections to counsel for the Parties as follows:

To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl., PMB 42554
West Hollywood, CA 90069

To Defense Counsel:

Dorothy S. Liu, Esq.
Hanson Bridgett, LLP
425 Market Street
26th Floor
San Francisco, CA 94105

The written objection should state the objecting Class Member's full name, address, and the approximate dates of his or her employment with Defendant. The written objection should state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether the Class Member intends to formally intervene and become a party of record in the action, and upon formally intervening, appear and argue at the Final Approval Hearing. However, the objectors will be provided with the opportunity to speak at the final approval hearing regardless of

1 whether they have filed an appearance or submitted a written
2 opposition beforehand.

3 If the objecting Class Member does not formally intervene in the
4 action and/or the Court rejects the Class Member's objection, the
5 Class Member may still be bound by the terms of this Agreement.

6 Class members do not have a right to opt out, or seek exclusion from,
7 the PAGA portion of the settlement.
8

9 f. **Report.** Not later than fourteen (14) days after the deadline for submission
10 of requests for exclusion, the Settlement Administrator will provide the
11 Parties with a complete and accurate list of all Class Members who sent
12 timely requests to be excluded from the Action and all Class Members who
13 objected to the settlement.
14

15 7. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to the Settlement, the Exclusion Request form in substantially the
17 form attached as Exhibit B to the Settlement, and the Dispute form in substantially the form
18 attached as Exhibit C to the Settlement.

19 8. The Court approves, for settlement purposes only, David Spivak of The Spivak
20 Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

21 9. The Court approves, for settlement purposes only, Cristina Jaochico as the Class
22 Representative, subject to the terms and conditions of the parties' Joint Stipulation of Class
23 Action Settlement and Release of Claims.
24

25 10. The Court approves CPT Group, Inc. as the Settlement Administrator.

26 11. The Court preliminarily approves Class Counsel's request for attorneys' fees and
27

costs subject to final review by the Court.

12. The Court preliminarily approves the estimated Settlement Administrator costs payable to the Settlement Administrator subject to final review by the Court.

13. The Court preliminarily approves Plaintiff's Class Representative Payment subject to final review by the Court.

14. A Final Approval Hearing shall be held on _____ at _____ .m. in the Superior Court for the State of California, County of San Francisco, located at the San Francisco Courthouse, Dept. 610, 400 McAllister Street, San Francisco, CA 94102-3680 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before _____.

15. If for any reason the Court does not execute and file a final approval order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the parties' Joint Stipulation of Class Action Settlement and Release of Claims.

16. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the

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Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE GARRETT L. WONG
JUDGE OF THE SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

CRISTINA JAOCHICO, on behalf of herself and
all others similarly situated, and as an “aggrieved
employee” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff,

vs.

CARITAS MANAGEMENT CORP., a
California corporation; and DOES 1–50,
inclusive,

Defendant(s).

Case No. CGC-19-575243

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: April 12, 2019
Department: 610

This matter came on for hearing on _____ at _____ .m. in
Department 610 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class
Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint
Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith
which provides for a Gross Settlement Amount (“GSA”) of up to \$350,000.00 in compromise of

1 all disputed claims on behalf of all persons Defendant employed in the position of hourly, non-
2 exempt desk clerk in California at any time during the period of April 12, 2015 to the date of
3 preliminary Court-approval of this Settlement (“Settlement Class Period”). All capitalized terms
4 used herein shall have the same meaning as defined in the Settlement.

5
6 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
7 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
8 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
9 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court in conjunction with the motions for
11 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
12 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
13 DETERMINATIONS¹:
14

15 1. The Court has jurisdiction over the subject matter of the Action and over all
16 Parties to the Action, including all Class Members. Pursuant to this Court’s Order Granting
17 Preliminary Approval of Class Action Settlement of _____, the Class Notice was sent
18 to each Class Member by First Class U.S. mail. The Class Notice informed Class Members of
19 the terms of the Settlement, their right to receive their proportional share of the Settlement, their
20 right to request exclusion, their right to comment upon or object to the Settlement, and their right
21 to appear in person or by counsel at the final approval hearing and be heard regarding final
22 approval of the Settlement. Adequate periods of time were provided by each of these procedures.
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25 _____
26 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class Action
27 Settlement entered on _____ is attached hereto as **Exhibit A** and incorporated by
28 reference. A true and correct copy of the Court’s Minute Order dated _____ is
attached hereto as **Exhibit B** and incorporated by reference.

1 No member of the Settlement Class presented written objections to the proposed Settlement as
2 part of this notice process, stated an intention to appear, or actually appeared at the final approval
3 hearing.

4 2. For purposes of this Final Order and Judgment, the Class Members are all persons
5 Defendant employed in the position of hourly, non-exempt desk clerk in California during the
6 Class Period. at any time during the period of April 12, 2015 to the date of preliminary Court-
7 approval of this Settlement (“Settlement Class Period”).
8

9 3. The Court finds and determines that the notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding final approval of the Settlement based on the responses of Class Members. The Court
12 finds and determines that the notice provided in this case was the best notice practicable, which
13 satisfied the requirements of law and due process as to all persons entitled to such notice.
14

15 2. **Release by Plaintiff and Class Members.** Upon the Effective Date, the claims
16 to be released by the Settlement Class include all claims asserted in the Action on behalf of
17 Plaintiff and the Settlement Class, and any claims that could have been asserted based on the
18 facts and circumstances alleged in this lawsuit, including the Complaint, the First Amended
19 Complaint and the Second Amended Complaint. In exchange for the consideration provided,
20 Settlement Class Members, and their respective heirs, beneficiaries, devisees, executors,
21 administrators, trustees, conservators, guardians, personal representatives, successors-in-interest,
22 and assigns, will have forever and completely released Defendant and the Released Parties (as
23 defined below) from any and all claims, charges, complaints, causes of action, debts, liabilities,
24 demands, grievances, obligations, guarantees, costs, expenses, attorneys' fees, penalties,
25 damages, restitution, injunctive relief, and remedies of any other type during the Class Period
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1 that are based on, arise out of, or are related to conduct asserted in this Action or could have been
2 asserted in this Action based on the facts and circumstances alleged in this Action, including but
3 not limited to such claims made pursuant to the California Industrial Welfare Commission Wage
4 Orders, Section 17200 of the California Business and Professions Code, and California Labor
5 Code Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1198 and
6 2698, et. seq., and Civil Code Section 1021.5 for the alleged failure to provide meal breaks,
7 alleged failure to provide rest breaks, alleged meal and rest period penalties, the alleged failure
8 to provide adequate wage statements, the alleged failure to pay all wages earned for all hours
9 worked at the correct rates of pay, the alleged failure to pay minimum wage, the alleged failure
10 to pay wages for all hours worked, the alleged failure to pay overtime, the alleged failure to
11 timely pay wages ("waiting time" penalties), unfair business practices under Business and
12 Professions Code section 17200 et seq., and for alleged penalties and interest pursuant to the
13 California Labor Code and the Private Attorneys General Act of 2004 ("PAGA"), up to and
14 including the date of entry of a Court order granting preliminary approval of this Settlement
15 ("Released Claims"). Any Settlement Class Member covered by the Agreement will be barred
16 from proceeding with any claim released by the Agreement. Plaintiff and all Settlement Class
17 Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees,
18 conservators, guardians, personal representatives, successors-in-interest, and assigns, will
19 forever and completely release and discharge Defendant and the Released Parties from any and
20 all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs,
21 expenses, attorneys' fees, penalties, interest, damages, restitution, injunctive relief, declaratory
22 relief and remedies of any other type, which are asserted or which could have been asserted in
23 the Complaint, the First Amended Complaint, and the Second Amended Complaint based on the
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1 facts pled in this Action occurring during the Settlement Class Period through the date of entry
2 of a Court order granting preliminary approval of this Settlement. Released Parties as referenced
3 herein and as released in this Settlement are Defendant and each of its past, present, and future
4 companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures,
5 predecessors, successors, and assigns; and each of Defendant's past, present, and future officers,
6 directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants,
7 representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors,
8 or assigns of any of the foregoing, and any individual or entity that could be liable for any of the
9 Released Claims, and Defendant's counsel of record in the Action. The release provisions of this
10 Settlement will not take effect until Defendant has paid the Gross Settlement Amount in full per
11 the Settlement Agreement.
12

13 3. "Released Parties" shall mean Defendant and each of its past, present, and future
14 companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures,
15 predecessors, successors, and assigns; and each of Defendant's past, present, and future officers,
16 directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants,
17 representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors,
18 or assigns of any of the foregoing, and any individual or entity that could be liable for any of the
19 Released Claims, and Defendant's counsel of record in the Action.
20

21 4. The Court further finds and determines that the terms of the Settlement are fair,
22 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
23 provisions of the Settlement, including the release of claims contained therein, should be and
24 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
25 according to its terms. As of the Effective Date of Settlement, and for the duration of the
26
27
28

1 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
2 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
3 against the Releasees as fully set forth in the Settlement. No objections were received by the
4 Parties or the Court through the date of this Final Order and Judgment. The Court finds _____
5 Class Member(s)—_____—submitted a request for exclusion from the Settlement
6 as determined by the Settlement Administrator and therefore is/are not in the Settlement Class.
7

8 5. The Court finds and determines that (a) the Settlement Shares to be paid to
9 Participating Class Members and (b) the LWDA payment as civil penalties under the California
10 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
11 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
12 final approval to, and orders the payment of, those amounts be made to the Participating Class
13 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
14 accordance with the terms of the Settlement.
15

16 6. The Court further grants final approval to and orders that the following payments
17 be made in accordance with the terms of the Settlement:

18 a. Class Counsel fees & costs of \$116,666.66 in attorneys’ fees and
19 \$35,000.00 in litigation costs to Class Counsel;

20 b. \$15,000.00 as a Class Representative Payment award payable to Plaintiff
21 Cristina Jaochico for her service as a Class Representative;

22 c. \$10,000.00 in costs of the Settlement Administrator payable to CPT
23 Group, Inc. for its services as the Settlement Administrator; and
24

25 d. Payment of \$3,000.00 (75% of the (\$4,000.00 PAGA penalty) to the
26 LWDA.
27

7. The settlement shall proceed as directed in the Settlement, and no payments pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of Court 3.769(h).

8. Pursuant to the terms of the parties' Joint Stipulation of Class Action Settlement, the Gross Settlement Amount shall be funded by Defendant and Philadelphia Indemnity Insurance Company and deposited with the Settlement Administrator into a Qualified Settlement Fund within thirty (30) days after the Effective Date of the settlement.

9. Defendant's payment of such sums shall be the sole financial obligation of Defendant under the Settlement, and shall be in full satisfaction of all claims released herein, including, without limitation, all claims for wages, civil and statutory penalties, interest, attorneys' fees, costs and expenses.

10. Pursuant to CCP Section 384 and the Settlement, Participating Class Members shall have one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement Share check. After the expiration of the 180-day period, on Defendant's behalf, the Settlement Administrator shall remit any amounts from Voided Settlement Checks and otherwise unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date of entry of the initial judgement to the California Unclaimed Property Fund.

11. The Parties shall file a final accounting report by _____. A non-appearance case review re submission of a final report is scheduled for _____ at _____**.m. in Department 610.** The Parties shall also prepare and file a stipulation and

1 proposed order and proposed Amended Final Order and Judgment by _____ which
2 includes the amount of distribution of unpaid cash Residue, and unclaimed or abandoned funds
3 to the non-party, the accrued interest on that sum. The stipulation shall be signed by counsel for
4 the class and defense counsel in accord with the proposed Amended Final Order and Judgment.
5 If there are objections by any party or non-party, class counsel shall immediately notify the Court
6 and the matter will be set for further hearing. A non-appearance hearing for the lodging of the
7 stipulation and proposed order and separate amended judgment is scheduled for
8 _____ at _____.m. in Department 610.

10 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
11 Parties' obligations under the Settlement or hereunder, including the requirement that the GSA
12 be funded for distribution by the Settlement Administrator to Participating Class Members in
13 accordance with the Settlement.

15 13. The Court hereby enters final judgment in this case in accordance with the terms
16 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this
17 Final Order and Judgment.

18 14. The Parties are hereby ordered to comply with the terms of the Settlement.

19 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
20 provided by the Settlement and this Final Order and Judgment.

22 16. The Settlement is not an admission by Defendant nor is this Final Order and
23 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used
25 as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order
26 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
27

1 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
2 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
3 admission or concession with regard to, the denials or defenses of Defendant, and shall not be
4 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
5 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
6 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
7 and any other papers and records on file in the Action may be filed in this Court or in any other
8 litigation as evidence of the settlement by Defendant to support a defense of res judicata,
9 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
10 the Released Claims.
11

12 17. This document shall constitute a Judgment for purposes of California Rule of
13 Court 3.769(h).
14

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
16

17 DATED: _____
18

19 **THE HONORABLE GARRETT L. WONG**
20 **JUDGE OF THE SUPERIOR COURT**
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