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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF TULARE**

19 NAIMAH ALEXANDER, individually, and on
20 behalf of other members of the general public
21 similarly situated and on behalf of other
22 aggrieved employees pursuant to the California
23 Private Attorneys General Act,

24 Plaintiff,

25 v.

26 COOKE & ASSOCIATES, INC. a California
27 corporation; and DOES I through 100, inclusive,

28 Defendant.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

06/02/2023

STEPHANIE CAMERON, CLERK
Nay Saelee, Deputy

Case No: VCU286985

[Unlimited Civil Jurisdiction]

*[Assigned for All Purposes to the
Honorable David Mathias, Dept. 1]*

CLASS ACTION

**STIPULATION TO AMEND JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE
AND NOTICE OF CLASS ACTION
SETTLEMENT AND SCHEDULE NEW
FINAL APPROVAL HEARING DATE;
[PROPOSED] ORDER**

Action Filed: May 3, 2021

FAC: June 9, 2021

**STIPULATION TO AMEND JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND
RELEASE AND NOTICE OF CLASS ACTION SETTLEMENT AND SCHEDULE NEW FINAL APPROVAL
HEARING DATE**

1 Plaintiff Naimah Alexander ("Plaintiff") and Defendant Cooke & Associates, Inc.
2 ("Defendant") (collectively the "Parties"), by and through their respective counsel of record, hereby
3 stipulate as follows:

4 **WHEREAS**, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement
5 and Release Agreement ("Settlement" or "Settlement Agreement") on January 20, 2023;

6 **WHEREAS**, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement
7 ("Motion for Preliminary Approval") on January 30, 2023;

8 **WHEREAS**, this Court entered its ruling granting the Motion for Preliminary Approval of
9 March 16, 2023 (the "March 16, 2023 Ruling") and entered an Order Granting Preliminary Approval
10 of Class Action Settlement on March 27, 2023 (the "March 27, 2023 Preliminary Approval Order");

11 **WHEREAS**, by way of the March 16, 2023 Ruling this Court set the Motion for Final
12 Approval of the Settlement for September 14, 2023 at 8:30 a.m. in Department D1 of the above-
13 captioned Court;

14 **WHEREAS**, Defendant has already provided the Settlement Administrator with the Class
15 Data and List as required by the March 27, 2023 Preliminary Approval Order, however, due to the
16 need for clarification of language in the Settlement Agreement and Class Notice, which is now being
17 addressed by way of this Stipulation, the Settlement Administrator was instructed to hold on the
18 mailing of the Class Notice so that the Stipulation could be presented to the Court;

19 **WHEREAS**, Paragraph 5.a of the Settlement Agreement provides that Defendant will deposit
20 the First Installment of the Gross Settlement Amount with the Settlement Administrator on or before
21 August 12, 2023, however Paragraph 29.f of the Settlement Agreement provides that the Court will,
22 upon granting final approval of the Settlement, direct Defendant to fund all amounts due under the
23 Settlement;

24 **WHEREAS**, the Court-approved Notice of Class Action Settlement ("Class Notice"), attached
25 as "Exhibit 1" of the March 27, 2023 Preliminary Approval Order, contains language stating that, *if*
26 *the Court grants final approval of the Settlement*, Defendant will fund the Gross Settlement Amount
27 in three installment payments over the course of approximately two years, but also contains language
28 that states that the First Installment will be funded on or before August 12, 2023;

1 **WHEREAS**, the Settlement Agreement and Class Notice also use the terminology “PAGA
2 Member” synonymously with “PAGA Group Member” although “PAGA Member” is not defined;

3 **WHEREAS**, Paragraph 1.nn of the Settlement Agreement inadvertently states that the
4 “Workweeks” means “the number of weeks each Class Member worked for Defendant as a non-
5 exempt employee in California during the Class Period”, when in fact it should state that “Workweeks”
6 means “the number of weeks each Class Member worked for Defendant as an hourly, non-exempt
7 employee in California during the Class Period”;

8 **WHEREAS**, Paragraph 1.x of the Settlement Agreement inadvertently states that the “LWDA
9 Payment” is subtracted to yield the Net Settlement Amount that is payable to the Settlement Class
10 Members, when in fact it should state that the “PAGA Allocation” is subtracted to yield the Net
11 Settlement Amount that is payable to the Settlement Class Members; and

12 **WHEREAS**, the Parties agree to amend and clarify the language in the Settlement Agreement
13 and Class Notice;

14 **THEREFORE, IT IS HEREBY STIPULATED AND AGREED,**

15 1. The Settlement Agreement and Class Notice are hereby amended by this Stipulation so
16 that all references to “PAGA Member” in the Settlement Agreement and Class Notice are treated as
17 synonymous to “PAGA Group Member.”

18 2. Paragraph 1.n of the Settlement Agreement is hereby amended by this Stipulation to
19 state as follows:

20 “Workweek(s)” means the number of weeks each Class Member worked for Defendant
21 as an hourly, non-exempt employee in California during the Class Period, which will
22 be calculated by Defendant by reviewing its pay and time records for the entire Class
23 Period to determine the number of calendar weeks during which Class Members
24 performed work and were paid.

25 3. Paragraph 1.x of the Settlement Agreement is hereby amended by this Stipulation to
26 state as follows:

27 “Net Settlement Amount” means the portion of the Gross Settlement Amount that is
28 available for distribution to Settlement Class Members, which is the Gross Settlement

Amount less the Court-approved Incentive Award, Administration Fees, PAGA Allocation, and Attorneys' Fees and Costs.

4. Paragraph 5.a of the Settlement Agreement is hereby amended by this Stipulation to state as follows:

Funding and Disbursement of the Gross Settlement Amount.

a. Within fifteen (15) calendar days of the Court's entry of the Final Approval Order and Judgment, the Settlement Administrator will establish a Qualified Settlement Account for administration of the Settlement ("Settlement Fund Account") and Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account established by the Settlement Administrator ("First Installment").

b. Within one (1) year of the funding of the First Installment, Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) plus an amount sufficient to pay Employer Taxes into the Settlement Fund Account established by the Settlement Administrator ("Second Installment").

c. Within two (2) years of funding of the First Installment, Defendant will deposit the remaining 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account established by the Settlement Administrator ("Third Installment").

5. The Notice of Class Action Settlement that is to be mailed to the Class shall be revised to:

a. Replace all references to "PAGA Member" with "PAGA Group Member."

b. State that the Settlement Administrator will establish a Qualified Settlement Account for administration of the Settlement and Defendant will deposit the First Installment "within fifteen (15) calendar days of the Court's entry of the Final Approval Order and Judgment" instead of "[o]n or before August 12, 2023."

///

- 1 c. State that Defendant will deposit the Second Installment “within one (1) year
2 of depositing the First Installment instead of “[o]n or before August 12, 2024.”
3 d. State that Defendant will deposit the Third Installment “within two (2) years of
4 depositing the First Installment instead of “[o]n or before August 12, 2025.”

5 6. The hearing of the Motion for Final Approval of the Settlement shall be re-set from
6 September 14, 2023 at 8:30 a.m. in Department D1 of the above-captioned Court to the earliest
7 available hearing date and time on or after October 4, 2023.

8 7. The Settlement Administrator’s deadline to mail the Class Notice to the Class Members
9 shall be within ten (10) calendar days of the date of the order approving this Stipulation.

10 **IT IS SO STIPULATED.**

11 Dated: May 11, 2023

LAWYERS for JUSTICE, PC

Giovani Pimentel

12
13 By: _____
14 Joanna Ghosh
15 Giovani Pimentel
Attorneys for Plaintiff

16 Dated: May 11, 2023

FISHER & PHILLIPS LLP

17
18 By: *Collin Cook* _____
19 Collin D. Cook
20 Garrick Y. Chan
21 Attorney for Defendant
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[PROPOSED] ORDER

The Court, having reviewed the Parties' Stipulation to Amend Joint Stipulation of Class Action and PAGA Settlement and Release and Notice of Class Action and Schedule New Final Approval Hearing Date ("Stipulation"), and good cause appearing, **HEREBY ORDERS AS FOLLOWS:**

1. The Stipulation is approved.
2. Paragraph 1.n of the Settlement Agreement is hereby amended to state as follows:
"Workweek(s)" means the number of weeks each Class Member worked for Defendant as an hourly, non-exempt employee in California during the Class Period, which will be calculated by Defendant by reviewing its pay and time records for the entire Class Period to determine the number of calendar weeks during which Class Members performed work and were paid.
3. Paragraph 1.x of the Settlement Agreement is hereby amended to state as follows:
"Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Incentive Award, Administration Fees, PAGA Allocation, and Attorneys' Fees and Costs.
4. All references to "PAGA Member" in the Settlement Agreement and Class Notice shall be treated as synonymous to "PAGA Group Member."
5. Paragraph 5.a of the Settlement Agreement is hereby amended to state as follows:

Funding and Disbursement of the Gross Settlement Amount.

- a. Within fifteen (15) calendar days of the Court's entry of the Final Approval Order and Judgment, the Settlement Administrator will establish a Qualified Settlement Account for administration of the Settlement ("Settlement Fund Account") and Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account established by the Settlement Administrator ("First Installment").
- b. Within one (1) year of the funding of the First Installment, Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000), plus an amount

sufficient to pay Employer Taxes into the Settlement Fund Account established by the Settlement Administrator ("Second Installment").

c. Within two (2) years of funding of the First Installment, Defendant will deposit the remaining 33,33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account established by the Settlement Administrator ("Third Installment").

6. The Notice of Class Action Settlement that is to be mailed to the Class is revised to:

a. Replace all references to "PAGA Member" with "PAGA Group Member."

b. State that the Settlement Administrator will establish a Qualified Settlement Account for administration of the Settlement and Defendant will deposit the First Installment "within fifteen (15) calendar days of the Court's entry of the Final Approval Order and Judgment" instead of "[o]n or before August 12, 2023."

c. State that Defendant will deposit the Second Installment "within one (1) year of depositing the First Installment instead of "[o]n or before August 12, 2024."

d. State that Defendant will deposit the Third Installment "within two (2) years of depositing the First Installment instead of "[o]n or before August 12, 2025."

7. The hearing of the Motion for Final Approval of the Settlement is re-set from September 14, 2023 at 8:30am in Department D1 of the above-captioned Court to

U&A: A A, 2023 at 1:15 am/pm in Department D1.

8. The Settlement Administrator's deadline to mail the Class Notice to the Class Members shall be within ten (10) calendar days of the date of this Order.

DATED: 06/02/2023



HONORABLE DAVID MATHIAS
SUPERIOR COURT JUDGE

PROOF OF SERVICE

(CCP §§ 1011, 1013, 1013(a) and 2015.5; Cal. Rules of Court, rule 2.306 and 2.251)
Naimah Alexander v. Cooke & Associates, Inc., Case No: VCU286985

I am employed in the County of San Francisco, State of California in the office of a member of the bar of this Court whose direction the following service was made. I am over the age of 18 and I am not a party to this action. My business address is 1 Montgomery Street, Suite 3400, San Francisco, California.

On the date set forth below, I served the foregoing document entitled: **JOINT STIPULATION TO AMEND JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE AND NOTICE OF CLASS ACTION SETTLEMENT AND SCHEDULE NEW FINAL APPROVAL HEARING DATE; [PROPOSED] ORDER** on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof addressed as follows:

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

Lawyers For Justice, PC

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Courtesy E-Copies: edwin@calljustice.com; arby@calljustice.com; giovani@calljustice.com; brian@calljustice.com

☒ **[VIA EMAIL]** Based upon an agreement of the parties to accept service by electronic transmission, I caused each document(s) to be served via electronic mail in Adobe "PDF" format to the designated recipient email address as listed above and such transmission was sent from the following sender: stravers@fisherphillips.com. I did not receive any electronic message or other indication that the transmission was unsuccessful.

☐ **[VIA ELECTRONIC SERVICE]** I certify that on the date below, I electronically filed the above document(s) using an authorized electronic filing service provider, **Green Filing LLC**, which will also send notification of such filing to the designated recipients as stated above. The Transaction Receipt is managed by the Court's authorized Case Management System, Odyssey® eFileCA. (See CCP § 1010.6 and CRC Rules 2.250 through 2.259.)

☐ **[VIA UNITED STATES MAIL]** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Francisco California, in a sealed envelope with postage fully prepaid.

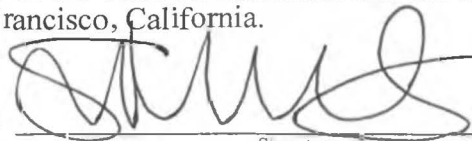
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 11, 2023 at San Francisco, California.

Sue Anne Travers

Print Name

34112 0307

By:



Signature