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J.A. MOMANEY SERVICES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

CARLOS ADALBERTO MEJIA, individually  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

J.A. MOMANEY SERVICES, INC., a California  
Corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 19CV356777

*Assigned for all purposes to  
Hon. Judge Patricia M. Lucas  
Dept. 3*

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

1 This Joint Stipulation of Class and Representative PAGA Action Settlement (“Agreement”)  
2 is made by and between Named Plaintiffs Carlos Adalberto Mejia and Chris Alderson (“Named  
3 Plaintiffs”) on behalf of themselves and each of the Class Members, as defined herein, on the one  
4 hand, and Defendant J.A. Momaney Services, Inc. (“JAMS”) and Defendant Jeffrey A. Momaney  
5 (collectively “Defendants”), on the other hand. Named Plaintiffs and Defendants are collectively  
6 referred to as “the Parties.” Capitalized terms used herein shall have the meanings set forth in Article  
7 I or as defined elsewhere in this Agreement. This Agreement is subject to the approval of the Santa  
8 Clara County Superior Court.

## 9 ARTICLE I

### 10 DEFINITIONS

11 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
12 meanings ascribed to them as set forth below:

13 a. “Action” means the action described as follows: Carlos Adalberto Mejia v. J.A.  
14 Momaney Services, Inc.; and DOES 1 through 20, inclusive, Case No. 19CV356777, commenced on  
15 October 16, 2019, in the Superior Court of the State of California for the County of Santa Clara.

16  
17 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
18 Exhibits.

19 c. “Attorneys’ Fee Award” and “Costs Award” means the amounts the Court awards to  
20 Class Counsel to compensate them for respectively, their attorneys’ fees and litigation costs incurred  
21 in connection with the Action, including all related pre-litigation and litigation activities, time  
22 associated with this Agreement, and all post-Agreement time spent working on the Action.

23 d. “Class” or Class Members” means all non-exempt employees employed by  
24 Defendants in California at any time during the Class Period, excluding family members of Jeffrey  
25 Momaney.

26 e. “Class Counsel” means:

27 **AEGIS LAW FIRM, PC**  
Kashif Haque  
28 Samuel A. Wong

Jessica L. Campbell  
Daniel E. Ishu  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
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f. “Class List” means a list JAMS will compile in good faith based on its business records that identifies each Class Member’s name, last known address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

g. “Class Period” means October 16, 2015 through the Preliminary Approval Date.

“Court” means the California Superior Court for the County of Santa Clara, where the Action is currently pending.

h. “Date of Finality” means the date by which all the following have occurred: (1) Defendants have not voided the Settlement pursuant to section 3.04(f); (2) Judgment is entered following a Final Approval Order signed by the Judge; and (3) the Judgment becomes final, which shall be the later of the following: (i) the date the Final Order is signed if no objections are filed to the Settlement; (ii) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (iii) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

i. “Defendants” collectively means Defendants J.A. Momaney Services, Inc., and Jeffrey A. Momaney

j. “Defense Counsel” means:

**DOWNEY BRAND LLP**  
Cassandra M. Ferrannini  
Cameron Haynes  
621 Capitol Mall, 18th Floor  
Sacramento, CA 95814  
Telephone: (916) 444-1000  
Facsimile: (916) 444-2100

1 k. "Enhancement Awards" means a monetary amount of up to Thirty Thousand Dollars  
2 (\$30,000.00) for Plaintiff Carlos Adalberto Mejia, and up to Fifteen Thousand Dollars (\$15,000.00)  
3 for Plaintiff Chris Alderson, subject to Court approval, for being the Named Plaintiffs in this lawsuit  
4 and agreeing to a general release of claims against Defendants, which is broader than the Class  
5 Members' Releases. Any portion of the Enhancement Awards not approved by the Court will remain  
6 part of the Gross Settlement Amount.

7 l. "Final Approval Hearing" means the hearing conducted by the Judge to determine  
8 whether to finally approve and implement the terms of this Agreement.

9 m. "Final Approval Date" is the date that Defendants are served notice of entry of the  
10 Final Order

11 n. "Final Order" means the order approving this Agreement, signed by the Court after  
12 the Final Approval Hearing. The Final Order will be in substantially the same form as the Final  
13 Order and Judgment, attached hereto as **Exhibit C**, and incorporated herein by this reference.

14 o. "Gross Settlement Amount" means Seven Hundred Twenty Thousand Dollars  
15 (\$720,000.00) to be paid by JAMS as provided by this Agreement.. This amount will fund all  
16 payments provided for in this Agreement, except that the employer's share of payroll taxes arising  
17 from the payments made under this settlement shall be paid by Defendant separate from and  
18 addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata  
19 increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to  
20 Defendant.

21 p. "Individual Settlement Payment(s)" means each Participating Class Member's  
22 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
23 by the calculations provided in this Agreement and will include a reduction for Class Members who  
24 took individual settlements. The reduction will be the amount of the settlement already paid to the  
25 Class Member. For example, if a Class Member would receive \$300 but signed a release in exchange  
26 for \$200, the Class Member will receive \$100 after the reduction. However, no Class Member shall  
27 receive less than \$1.00

28 q. "LWDA" means The State of California Labor and Workforce Development Agency.



1 r. "LWDA Payment" means 75% of the PAGA Settlement Amount which, subject to  
2 Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided  
3 for below.

4 s. "Motion for Final Approval" means Named Plaintiffs' submission of a written  
5 motion, including any evidence as may be required, asking the Court to conduct an inquiry into the  
6 fairness of the Settlement as set forth in this Agreement, hold a Final Approval Hearing, and enter a  
7 Final Order in the Action.

8 t. "Motion for Preliminary Approval" means Named Plaintiffs' submission of a written  
9 motion, including any evidence as may be required, asking the Court to grant preliminary approval  
10 of the Settlement as required by Rule 3.769 of the California Rules of Court.

11 u. "Named Plaintiffs" means Plaintiffs Carlos Adalberto Mejia and Chris Alderson.

12 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved  
13 Settlement Administration Costs, the Attorney's Fee Award, the Costs Award, the Enhancement  
14 Awards, and the LWDA Payment, pursuant to Section 3.06(a)-(f) below.

15 w. "Non-Participating Class Member" means any Class Member who submits to the  
16 Settlement Administrator a valid and timely Request for Exclusion from the Settlement.

17 x. "Notice Packet" means the Notice of Proposed Class and Representative PAGA  
18 Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**,  
19 subject to Court approval.

20 y. "PAGA" means the California Private Attorneys General Act of 2004, which is  
21 codified in California Labor Code §§ 2698 *et seq.*

22 z. "PAGA Group Members" means all Class Members employed by Defendant at any  
23 time during the PAGA Period.

24 aa. "PAGA Period" means October 16, 2018 through the Preliminary Approval Date.

25 bb. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount  
26 allocated to the resolution of claims arising under PAGA. The Parties agree that the PAGA  
27 Settlement Amount is Twenty Thousand Dollars and Zero Cents (\$20,000.00), subject to Court  
28

1 approval. Of the PAGA Settlement Amount, 75% is the LWDA Payment, and the remaining 25%  
2 will be added to the Net Settlement Amount and distributed to PAGA Group Members.

3 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely  
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
5 Settlement Amount. Each Participating Class Member will be paid his/her Individual Settlement  
6 Payment.

7 dd. "Preliminary Approval Date" means the date Defendants are served with notice of  
8 entry of the Preliminary Approval Order, without substantial change. The Preliminary Approval  
9 Order is attached hereto as **Exhibit B**, and is incorporated herein by this reference.

10 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury  
11 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
12 Administrator for the benefit of Participating Class Members.

13 ff. "Qualifying Workweeks" means the number of weeks that a Class Member worked  
14 for Defendant as a non-exempt employee during the Class Period. **Qualifying Workweeks will be**  
15 **rounded up to the next whole integer.**

16 gg. "Qualifying PAGA Workweeks" means the number of weeks that a Class Members  
17 worked for Defendant as a non-exempt employee during the PAGA Period. Qualifying PAGA  
18 Workweeks will be rounded up to the next whole integer.

19 hh. "Released Parties" means Defendant Jeffrey A. Momaney, Defendant JAMS and  
20 JAMS' officers, shareholders, directors, principals, agents, clients, employees, affiliates, joint  
21 employers, , predecessors or successors.

22 ii. **"Response Deadline"** means the deadline by which Class Members must postmark or  
23 fax to the Settlement Administrator Requests for Exclusion, written notices of objection, or disputes  
24 regarding qualified workweeks. The Response Deadline will be **sixty (60) calendar days** after the  
25 initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th)  
26 calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be  
27 extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be  
28 extended as set forth herein if there is a re-mailing.

jj. “Request for Exclusion” means a written and signed request for exclusion from the Settlement, which is submitted to the Settlement Administrator according to the terms set forth in section 3.04(b).

kk. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall not exceed Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00) and shall be paid from the Gross Settlement Amount.

ll. “Settlement Administrator” means Phoenix Settlement Administrators, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

## ARTICLE II

### **CONTINGENT NATURE OF THE AGREEMENT**

#### **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

Because the Parties are settling claims under California Labor Code section 2699 *et. eq.* and stipulate to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires approval by the Court in accordance with California Labor Code section 2699(l) and California Rule of Court 3.769. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon its approval by the Court. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. Should the settlement not become effective for whatever reason, the fact that the Parties were willing to stipulate to certification of a class for the purposes of this Agreement shall have no bearing on, nor be admissible in connection with, the issues of whether the claims asserted on behalf of the Class Members should be certified in a non-settlement context in the

1 Action or in any other lawsuit. Defendants expressly reserve their right to oppose class and claim  
2 certification in this Action or any other action should this Settlement not become effective. If the  
3 Date of Finality does not occur, or if the Final Order and Judgment is not entered, any certification  
4 of the Class as to Defendants and any approval or award of PAGA penalties will be vacated, and  
5 Named Plaintiffs, Defendants, and the Class Members will be returned to their positions with respect  
6 to the Action as if the Agreement had not been entered into. In the event that the Date of Finality  
7 does not occur: (a) any Court orders preliminarily or finally approving certification of any class  
8 contemplated by this Agreement and/or awarding PAGA penalties in the Action shall be null, void,  
9 and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the  
10 settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a  
11 Class under this Agreement, or that the Court preliminarily approved the certification of the Class  
12 and/or approved an award of PAGA penalties, shall not be used or cited thereafter by any person or  
13 entity, in any manner whatsoever, including without limitation any contested proceeding relating to  
14 the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed  
15 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any  
16 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class  
17 certification for any purpose.

18           The Parties and their respective counsel shall use their respective best efforts to obtain  
19 Court approval and implement this Agreement. Plaintiffs shall be responsible for submitting the  
20 settlement to the LWDA at the same time they file the Motion for Preliminary Approval. If the  
21 Court or the LWDA objects to the PAGA Settlement Amount, the Parties agree to meet and confer  
22 to address the Court's and/or LWDA's concerns.

### 23 **ARTICLE III**

#### 24 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

25           The procedure for obtaining Court approval of and implementing this Agreement shall be as  
26 follows:  
27  
28

1           **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

2           Named Plaintiffs will bring the Preliminary Approval Motion seeking an order conditionally  
3 certifying the Class to include all claims pled in the Action. Simultaneous with the filing of this  
4 Agreement and solely for purposes of this Settlement, Named Plaintiffs will request that the Superior  
5 Court enter the Preliminary Approval Order attached as Exhibit \_\_ hereto, preliminarily approving  
6 the proposed Settlement, certifying the Class for settlement purposes only, and setting a date for a  
7 Final Approval Hearing to determine whether to grant Final Approval of the Settlement—not to occur  
8 before June 5, 2023. Named Plaintiffs will provide a copy of the Preliminary Approval Motion to  
9 Defense Counsel five business days prior to its filing.

10           **Section 3.02: The Settlement Administrator**

11           The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this  
12 Settlement and to act as the Settlement Administrator, including but not limited to distributing and  
13 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,  
14 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the  
15 Individual Settlement Payment checks and distributing them to Participating Class Members,  
16 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees  
17 and costs, the Enhancement Award checks to Named Plaintiffs, and the employer payroll taxes to the  
18 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms  
19 and conditions of this Agreement.

20           All Settlement Administration Costs approved by the Court shall be paid to the Settlement  
21 Administrator from the Gross Settlement Amount.

22           **Section 3.03: Notice to Class Members**

23           No later than fifteen (15) business days after the Preliminary Approval Date, Defendant will  
24 provide the Settlement Administrator with a "Class List" in electronic format based on its business  
25 records, identifying the names of each Class Member, their last known address, Social Security  
26 numbers or, as applicable, other taxpayer identification number, their dates of employment,  
27 Qualifying Workweeks and Qualifying PAGA Workweeks (if applicable).

1           Within ten (10) business days of receiving a Class List from Defendant, the Settlement  
2 Administrator will send the Court approved Notice Packet to Class Members, by first-class mail, at  
3 their last known address., . The Notice Packet will include a calculation of the Class Member's  
4 approximate share of the Net Settlement Amount. Class Members will have sixty (60) calendar days  
5 from the date of mailing in which to postmark disputes about qualifying workweeks, objections, or  
6 Requests for Exclusion . Prior to the initial mailing, the Settlement Administrator will check all Class  
7 Member addresses against the National Change of Address database and shall update any addresses  
8 before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered  
9 mail within five (5) business days of receiving notice that a Notice Packet was undeliverable. If a  
10 Class Member's notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the  
11 re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in  
12 which to postmark disputes about qualifying workweeks, objections or Requests for Exclusion. Class  
13 Members are not required to submit claim forms in order to receive a proportional share of the Net  
14 Settlement Amount.

15           If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
16 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
17 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
20 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
21 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
22 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
23 Individual Settlement Payments to all Participating Class Members.

24           If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
25 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
26 status report provided to the Parties.

27           In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
28 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class

Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the 180-day check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, objections that the Settlement Administrator received, and the identity of those individuals who submitted valid requests for exclusion from the Settlement.

#### **Section 3.04: Responses to Notice**

##### **a. Class Member Disputes**

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period and/ or PAGA Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator postmarked no later than the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period and/or PAGA Period based on the information provided to it.

##### **b. Requests for Exclusion from Class**

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written Request for Exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator,

1 postmarked no later than the Response Deadline (or fifteen (15) calendar days after the Settlement  
2 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall  
3 contain instructions on how to validly exclude himself or herself from the Class and this Settlement  
4 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial  
5 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be  
6 conclusively determined according to the records of the Settlement Administrator. Any Class  
7 Member who timely and validly requests exclusion from the Class and this Settlement will receive  
8 his/her share of PAGA Settlement Amount but will not be entitled to the remaining portion of the  
9 Individual Settlement Payment which would have been paid to him/her, will not be bound by the  
10 terms and conditions of this Agreement, and will not have any right to object, appeal, or comment  
11 thereon.

12 Any Class Member who fails to timely submit a Request for Exclusion shall automatically  
13 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action  
14 are determined by the Court's Final Order Approving Settlement, and by the other rulings in the  
15 Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released  
16 in this Agreement will be extinguished.

17 **c. Objections to Settlement**

18 For any Class Member to object to this Agreement, or any term of it, the person making the  
19 objection must not submit a request for exclusion (*i.e.*, must not opt out), and must send to the  
20 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
21 calendar days after the Settlement Administrator re-mails the Notice to the Class Member, whichever  
22 is later), a written statement of the grounds of objection, signed by the objecting Class Member or  
23 his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice  
24 Packet, and the date the signed objection was postmarked, shall be conclusively determined  
25 according to the records of the Settlement Administrator. The Settlement Administrator shall send  
26 any objections it receives to Defense Counsel and Class Counsel within three (3) business days of  
27 receipt. Class Members may also appear at the final approval hearing to object. The Court retains  
28 final authority with respect to the consideration and admissibility of any Class Member objections.



**d. Encouragement of Class Members**

The Parties shall not, directly or indirectly through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), object to it, or dispute his or her Qualifying Workweeks. However, Class Counsel may respond to inquiries from Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

**e. Right of Plaintiff to Adjust Gross Settlement Amount**

If the number of workweeks in the Class List exceeds 17,793 by more than 10%, the Gross Settlement Amount will increase at pro rata at a rate of \$ 40.47 per additional workweek.

**f. Right of Defendant to Withdraw Based on Requests for Exclusion**

If prior to the Court's order granting Final Approval of the Settlement, 10% or more of the Class Members submit timely requests for exclusion in accordance with the terms of Exhibit A, Defendant, may at its election, withdraw from this Agreement and all actions taken in furtherance of the Agreement will be thereby null and void. Defendant must exercise this right to withdraw in writing to Class. If the right is exercised, then any Settlement Administration Costs incurred to date must be paid by Defendant.

**Section 3.05: Final Approval Hearing**

On the date set forth in the Order for Preliminary Approval, a Final Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Approval Hearing, the Named Plaintiffs shall ask the Court to grant final approval to this Agreement, and shall submit to the Court any necessary documents, including the Final Order and Judgment, attached hereto as **Exhibit \_**.

**Section 3.06: Settlement Payment Procedures**

**a. Settlement Amount**

Subject to the terms and conditions of this Agreement, Defendants will pay the Gross Settlement Amount in the amount of Seven Hundred Twenty Thousand Dollars and Zero Cents (\$720,000.00), subject to a pro rata increase under the condition set forth above in Section 3.04(e).

1 Within fifteen calendar days (15) days after the date of Final Approval, the Settlement  
2 Administrator shall advise Defendant of the amount of employer payroll taxes owed. Within thirty  
3 (30) calendar days after the Settlement Administrator advises Defendant of the employer payroll  
4 taxes owed, but no earlier than August 1, 2023, Defendant shall transfer the Gross Settlement Amount  
5 and the employer payroll taxes, to the Settlement Administer. The Settlement Administrator will use  
6 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,  
7 Class Counsel's attorneys' fee Award, the Costs Award, the Enhancement Awards, the LWDA  
8 Payment, and the Settlement Administration Costs.

9 Within ten (10) business days after receiving the Gross Settlement Amount, the Settlement  
10 Administrator will pay the Individual Settlement Payments to Participating Class Members, Class  
11 Counsel's attorneys' fees Award, the Costs Award, the, LWDA Payment, the Enhancement Awards,  
12 and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to  
13 wages. Prior to this distribution, the Settlement Administrator will perform a search based on the  
14 National Change of Address Database to update and correct for any known or identifiable address  
15 changes.

16 **b. Payment of Attorneys' Fees and Costs**

17 Class Counsel shall submit an application for an award of attorneys' fees of up to 40% of the  
18 Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two Hundred  
19 and Eighty-Eight Thousand Dollars and Zero Cents (\$288,000.00). Class Counsel shall submit an  
20 application for an award of costs not to exceed Fifty-Five Thousand Dollars and Zero Cents  
21 (\$55,000.00), to be deducted out of the Gross Settlement Amount. Such applications for attorneys'  
22 fees and costs shall be heard by the Court at the Final Approval Hearing. Defendants shall not object  
23 to or oppose any such applications in these amounts. Class Counsel shall serve Defense Counsel with  
24 copies of all documents submitted in support of the applications for an award of attorneys' fees and  
25 costs before they are filed.

26 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
27 Gross Settlement Amount and shall not constitute payment to any Class Member(s). Neither Class  
28 Counsel nor any counsel for the Named Plaintiffs shall be permitted to petition the Superior Court

for, or to accept any additional payments for costs, and the Attorneys' Costs Award shall be for all claims for attorneys' costs past, present and future incurred in the Action by all attorneys working on behalf of the Named Plaintiffs and Class Members, as long as the Final Order is entered. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

**c. Payment of Settlement Administration Costs**

Subject to Court approval, the Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00).

**d. Payment of Enhancement Awards to Named Plaintiffs**

Subject to Court approval, the Named Plaintiffs shall receive an Enhancement Award of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for Plaintiff Carlos Adalberto Mejia, and up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Chris Alderson, the requests for which Defendants will not oppose. The Enhancement Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent that the Court approves less than the amount of enhancement awards that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Awards represent payment to Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing authorities as required by law.

**e. Payment to the Labor and Workforce Development Agency**

In consideration of claims for penalties made under PAGA, Class Counsel will request that the Court approve allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount to be attributed as the PAGA Settlement Amount. Seventy-five percent (75%) of

1 this payment will be allocated as the LWDA Payment, and twenty-five percent (25%) will be paid to  
2 the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose  
3 this request. The Court's adjustment, if any, of the PAGA Settlement Amount will not invalidate this  
4 Agreement and any adjustments will be paid from the Gross Settlement Amount and not by  
5 Defendants.

6 **f. Payment of Individual Settlement Payments to Participating Class Members**

7 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
8 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
9 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
10 each Class Member during the Class Period and PAGA Period. The minimum amount each Class  
11 Member will receive based on their individual Qualifying Workweeks, will be calculated as follows:

- 12 1. The Net Settlement Amount will first be divided by the total number of Qualifying  
13 Workweeks by all Class Members during the Class Period and allocated to class members  
14 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer.
- 15 2. The pro rata amount calculated will be reduced for each Class Member who signed a  
16 release by the amount already paid to them, but no Class Member will receive an  
17 Individual Settlement Payment less than \$1.00. Any reduction shall revert to the Gross  
18 Settlement Amount and be redistributed to the Class Members without prior settlements  
19 in the same manner as Step 1 above.

20 For example, if a class member is allocated a settlement amount of \$300 but signed a release  
21 in exchange for \$200, the class member would receive an Individual Settlement Payment of \$100.  
22 The \$200 balance would be reallocated back to the Gross Settlement Amount and redistributed to  
23 those Class Members who did not previously sign releases pro rata, based on their Qualifying  
24 Workweeks. As a further example, if the class member is allocated a settlement amount of \$100 but  
25 signed a release in exchange for \$200, the class member would receive an Individual Settlement  
26 Payment of \$1.00 and the balance of \$99.00 would be reallocated back to the Gross Settlement  
27 Amount for redistribution.

1 A written estimate of each Class Member's approximate Individual Settlement Payment  
2 amount will be included in his or her Notice Packet. Class Members who were employed during the  
3 PAGA Period will receive their share of the PAGA Payment regardless of whether they requested  
4 exclusion from the settlement.

5 Each Individual Settlement Payment will represent wages and penalties. Settlement Payments  
6 for the Class Period will be allocated using the following formula: 40% allocated to wages; 60%  
7 allocated to interest and penalties. Settlement Payments for the PAGA Period will be allocated as  
8 100 percent penalties. The amounts paid as wages shall be subject to all tax withholdings customarily  
9 made from an employee's wages and all other authorized and required withholdings and shall be  
10 reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the  
11 Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all  
12 authorized and required withholdings other than the tax withholdings customarily made from  
13 employees' wages and shall be reported by IRS 1099 forms.

14 No later than ten (10) business days after receiving the Gross Settlement Amount from  
15 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
16 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
17 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
18 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
19 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
20 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
21 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
22 checks are dated to cash their Settlement checks ("Check Cashing Period"). Any checks that are not  
23 cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be  
24 paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom  
25 the funds are designated.

26 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
28 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address

1 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
2 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
3 Settlement Administrator will tender the funds from the undeliverable checks to the California State  
4 Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are  
5 designated.

6 **g. No Credit Toward Benefit Plans.**

7 The Individual Settlement Payments made to Participating Class Members under this  
8 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
9 calculate any additional benefits under any benefit plans to which any Class Members may be  
10 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
11 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
12 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
13 Members may be entitled under any benefit plans.

14 **h. No Additional Contribution from Defendant**

15 Defendant's monetary obligation under this Agreement is limited to the Gross Settlement  
16 Amount and any employer side payroll taxes owed on amounts characterized as wages under this  
17 Agreement (with the express exception of any potential pro rata increase to the Gross Settlement  
18 Amount, as described above in Section 3.04(e)). All other costs and expenses arising out of or in  
19 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,  
20 unless expressly provided otherwise herein. However, in the event this agreement is deemed null  
21 and void pursuant to Section 2.01, because the Court, in its independent determination, finds that the  
22 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiffs shall  
23 be equally responsible for the costs of the Claims Administrator incurred between the date the  
24 Agreement was executed and the date of such event.

**ARTICLE IV**

**LIMITATIONS ON USE OF THIS SETTLEMENT**

**Section 4.01: No Admission**

Defendant disputes the allegations in the Actions and disputes that, but for this Settlement, a Class should not have been certified in the Class Action and that any wages or penalties are due or should be awarded. This Agreement is entered into solely for the purpose of settling disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant or any of the Released Parties.

**Section 4.02: Non-Evidentiary Use**

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Actions, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

**Section 4.03: Nullification**

The Parties agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Actions in their entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to

1 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will  
2 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
3 should be certified by the Court in a non-settlement context in the Actions or any other action, and  
4 in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

5 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
6 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

## 7 **ARTICLE V**

### 8 **RELEASES**

#### 9 **Section 5.01: Released Claims by Class Members**

10 Upon the date Defendants pay the Gross Settlement Amount, Named Plaintiffs and  
11 Participating Class Members, release the Released Parties from:

12 “[A]ny and all claims, causes of action, debts, liabilities, demands, obligations, guarantees or  
13 damages, in law or equity, tort or in contract, by statute, pursuant to case law, or otherwise, which  
14 were or could have reasonably been asserted in the Action or in any other state or federal court,  
15 administrative tribunal, or in arbitration or similar proceeding, based upon, or arising out of, or  
16 related to the allegations in the Action during the Class Period. These claims include, but are not  
17 limited to, claims for: breach of contract, nonpayment or underpayment of minimum and overtime  
18 wages, failure to provide meal and rest periods, nonpayment or underpayment of the premium for  
19 meal and rest period violations, failure to timely pay wages, failure to pay all wages due at  
20 termination, failure to maintain accurate records, failure to provide accurate wage statements,  
21 violations of Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1197,  
22 1197.1, and 2802, claims for unfair competition and unlawful business practices under California’s  
23 Unfair Competition Law and Business and Professions Code Section 17200 et seq., related  
24 representative actions under the Private Attorneys’ General Act (“PAGA”), and interest, penalties  
25 and remedies thereon, including claims under the Labor Code and IWC Wage Orders.

#### 26 27 28 **Section 5.02: Released Claims by PAGA Group Members**



1        Upon the date of funding the GSA, the State of California, Named Plaintiffs, and the PAGA  
2 Group Members release the Released Parties from all claims for civil penalties under California  
3 Labor Code § 2698 *et seq.*, exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the  
4 Actions, which arose during the PAGA Period, regardless of whether PAGA Group Members opt  
5 out of the Class Settlement. This settlement is also conditioned on the covenant that PAGA Group  
6 members will not participate in or receive recovery or monies in connection with any further  
7 proceeding seeking penalties under California Labor Code Section 2699, which arose during the  
8 PAGA Period for claims based on the same facts or theories of the Released Claims facts which were  
9 or could have been alleged in the Actions.

10        **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

11        Upon the date of funding the GSA, Named Plaintiffs waive, release, acquit, and forever  
12 discharge the Released Parties from any and all claims, actions, charges, complaints, grievances, and  
13 causes of action, of any nature arising from Named Plaintiffs' employment with Defendant, whether  
14 known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

15        Section 1542 of the California Civil Code provides as follows:

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

20        Named Plaintiffs' general release provided herein, is made with an express waiver and  
21 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

22                **ARTICLE VI**

23                **MISCELLANEOUS PROVISIONS**

24        **Section 6.01: Amendments or Modification**

25        The terms and provisions of this Agreement may be amended or modified only by an express  
26 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,  
27 and approved by the Court.  
28

1           **Section 6.02: Assignment**

2           None of the rights, commitments, or obligations recognized under this Agreement may be  
3 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
4 consent of each other Party and their respective counsel. The representations, warranties, covenants,  
5 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
6 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

7           **Section 6.03: Governing Law**

8           This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
9 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
10 of laws.

11           **Section 6.04: Entire Agreement**

12           This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
13 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
14 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
15 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be  
16 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
17 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
18 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
19 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
20 of the Actions, including correspondence between Class Counsel and Defense Counsel and drafts of  
21 prior agreements or proposals.

22           **Section 6.05: Waiver of Compliance**

23           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
24 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
25 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
26 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
27 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
28 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

1           **Section 6.06: Counterparts and Fax/PDF Signatures**

2           This Agreement, and any amendments hereto, may be executed in any number of counterparts  
3 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
4 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
5 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
6 signature.

7           **Section 6.07: Meet and Confer Regarding Disputes**

8           Should any dispute arise among the Parties or their respective counsel regarding the  
9 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
10 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
11 to submitting such disputes to the Court.

12           **Section 6.08: Agreement Binding on Successors**

13           This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
14 of each of the Parties.

15           **Section 6.09: Cooperation in Drafting**

16           The Parties have cooperated in the negotiation and preparation of this Agreement. This  
17 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
18 was the drafter or participated in the drafting of this Agreement.

19           **Section 6.10: Fair and Reasonable Settlement**

20           The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
21 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context  
22 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
23 further believe that the Settlement is and is consistent with public policy, and fully complies with  
24 applicable law.

25           **Section 6.11: Headings**

26           The descriptive heading of any section or paragraph of this Agreement is inserted for  
27 convenience of reference only and does not constitute a part of this Agreement and shall not be  
28 considered in interpreting this Agreement.

1           **Section 6.12: Notice**

2           Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
3 communications under this Agreement must be in writing and addressed as follows:

4                           *To Named Plaintiffs and the Class:*

5                           Kashif Haque  
6                           Samuel A. Wong  
7                           Jessica L. Campbell  
8                           AEGIS LAW FIRM, PC  
9                           9811 Irvine Center Drive, Suite 100  
10                          Irvine, California 92618  
11                          Telephone: (949) 379-6250  
12                          Facsimile: (949) 379-6251

13                          And

14                          *To Defendant:*

15                          Cassandra M. Ferrannini  
16                          Cameron Haynes  
17                          DOWNEY BRAND LLP  
18                          621 Capitol Mall, 18th Floor  
19                          Sacramento, CA 95814  
20                          Telephone: (916) 444-1000  
21                          Facsimile: (916) 444-2100

22           **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

23           To the extent consistent with class action procedure, this Agreement shall be enforceable by  
24 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
25 3.769(h). The Court shall retain continuing jurisdiction over the Actions and over all Parties and  
26 Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.  
27 In the event that one or more of the Parties institutes any legal action or other proceeding against any  
28 other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will  
be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,  
including expert witness fees incurred in connection with any enforcement actions.

1           **Section 6.14: Mutual Full Cooperation**

2           The Parties agree fully to cooperate with each other to accomplish the terms of this  
3 Agreement, including but not limited to the execution of such documents, and the taking of such  
4 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
5 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
6 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
7 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
8 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

9           **Section 6.15: Authorization to Act**

10          Named Plaintiffs warrant and represent that Class Counsel is authorized to take all  
11 appropriate action required to effectuate the terms of this Agreement. Defendants warrant and  
12 represent that Defense Counsel is authorized by Defendants, to take all appropriate action required  
13 to effectuate the terms of this Agreement. Defendant JAMS represents and warrants that the  
14 individual executing this Agreement on its behalf has the full right, power, and authority to enter into  
15 this Agreement and to carry out the transactions contemplated herein.

16          **Section 6.16: No Reliance on Representations**

17          The Parties have made such investigation of the facts and the law pertaining to the matters  
18 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
19 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
20 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
21 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
22 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
23 herein, have been made to any party concerning this Agreement.

24          **Section 6.17: Confidentiality Prior to Preliminary Approval**

25          Named Plaintiffs, Defendant, Class Counsel, and Defense Counsel separately agree that, until  
26 the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose,  
27 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize,  
28 any of the terms of the Agreement directly or indirectly, specifically or generally, to any person,

corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Named Plaintiffs, Defendant, Class Counsel, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

#### **Section 6.19: Use and Return of Class Data**

Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the Date of Finality, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

#### **Section 6.20: Stay of Litigation**

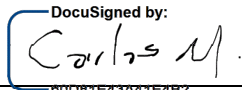
The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

### **EXECUTION BY PARTIES AND COUNSEL**

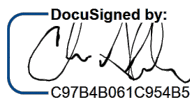
The Parties and their counsel hereby execute this Agreement:

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Dated: 2/17/2023 | 2:04 PM PST

By:   
CARLOS ADALBERTO MEJIA  
Named Plaintiff

Dated: 2/17/2023 | 3:51 PM PST

By:   
CHRIS ALDERSON  
Named Plaintiff

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


By: \_\_\_\_\_  
JEFFREY MOMANEY  
Defendant

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

J.A. MOMANEY SERVICES, INC.  
  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Defendant)

**APPROVED AS TO FORM ONLY:**

Dated: 2/17/2023

**AEGIS LAW FIRM, PC**  
  
By:   
Samuel A. Wong  
Jessica L. Campbell  
Attorneys for Named Plaintiffs Carlos Adalberto  
Mejia and Chris Alderson

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

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By: \_\_\_\_\_  
CARLOS ADALBERTO MEJIA  
Named Plaintiff

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

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By: \_\_\_\_\_  
CHRIS ALDERSON  
Named Plaintiff

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11 Dated: 2/15/23

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13


By:   
JEFFREY MOMANEY  
Defendant

14

15 Dated: 2/15/23

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17

By:   
(Signature)  
Jeffrey Momaney  
(Printed Name)  
  
(Defendant)

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**APPROVED AS TO FORM ONLY:**

22

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

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**AEGIS LAW FIRM, PC**

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By: \_\_\_\_\_  
Samuel A. Wong  
Jessica L. Campbell  
Attorneys for Named Plaintiffs Carlos Adalberto  
Mejia and Chris Alderson

28

29



1 Dated:

2 2/17/2023

**DOWNEY BRAND LLP**

By: 

Cassandra M. Ferrannini

Cameron Haynes

Attorneys for Defendant J.A. Momaney  
Services, Inc.

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## EXHIBIT A

**NOTICE OF SETTLEMENT OF CLASS ACTION**

**THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.**

*Carlos Adalberto Mejia et al. v. J.A. Momaney Services Inc., et al.*  
Santa Clara County Superior Court  
Case No. 19CV356777

**If you worked as a non-exempt employee for J.A. MOMANEY SERVICES INC., in California at any time from October 16, 2015 until [Date of Preliminary Approval], a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Carlos Adalberto Mejia et al. v. J.A. Momaney Services Inc., et al.* Case No. 19CV356777 (Santa Clara County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant J.A. Momaney Services Inc., (“JAMS”). The proposed settlement covers: All non-exempt employees who worked for JAMS in California at any time between October 16, 2015 until [Date of Preliminary Approval] (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<b>DO NOTHING</b>	If you do nothing, you become part of the Class and will collect the settlement award as detailed below. But you will not be able to bring your own lawsuit against JAMS for wage and hour violations that relate to the claims brought in the Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.

<p style="text-align: center;"><b>ASK TO BE EXCLUDED</b></p>	<p>If you ask to be excluded from the Settlement, you keep your right to sue JAMS separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you a member of the PAGA Group.</p>
--	--

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

### BASIC INFORMATION

#### 1. Why did I get this notice?

JAMS’ records show that you worked for JAMS in California as a non-exempt employee at some point between October 16, 2015 until [Date of Preliminary Approval].

This notice is designed to inform you of how you can receive your share of the settlement, object to the settlement, or elect not to participate. Even if you object to the settlement, unless you submit a written election not to participate, the settlement, if finally approved by the Judge, will be binding upon you. Unless you submit a written election not to participate, you will be bound by the terms of the settlement.

#### 2. What is this lawsuit about?

Carlos Adalberto Mejia and Chris Alderson (collectively “Plaintiffs” or “Named Plaintiffs”), former non-exempt employees of JAMS who worked in California, filed a Second Amended Complaint (“Operative Complaint”) against Defendants JAMS and Jeffrey Momaney (“Defendants”) that alleged Defendants: (1) Failed to Pay Minimum Wages under California law; (2) Failed to Pay Overtime Wages under California law; (3) Failed to Authorize or Provide Meal Periods that are required Under California law (4) Failed to Authorize or Permit Rest Periods that are required under California law; (5) Failed to Furnish Accurate Itemized Wage Statements in Violation California law; (6) Failed to Pay Wages upon Separation of Employment and Within the Required Time in Violation of California law; and (7) Violated California’s unfair competition laws.

Throughout the litigation, JAMS denied—and continues to deny—the factual and legal allegations in the case. JAMS does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. JAMS denies any wrongdoing and asserts that its conduct at all times complied with the law. JAMS’ employees overwhelmingly swore under oath that they did not experience any of the violations alleged in this lawsuit. JAMS further denies that it owes the monies claimed in the Lawsuit. However, JAMS has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

This Settlement is a compromise reached after good faith, arms’ length negotiations between Plaintiffs and JAMS. Plaintiffs also believe that the Settlement is in the best interests of the Class.

### **3. What Other Claims are Being Resolved?**

This class action also includes a “Private Attorney General Act” (PAGA) claim where Plaintiff Carlos Adalberto Mejia is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or his counsel in the Lawsuit during the period of October 16, 2018 until [Date of Preliminary Approval], and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### **4. Why is this Lawsuit a class action?**

For settlement purposes only, Plaintiffs and JAMS agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

### **5. What are the terms of the proposed Settlement?**

The total amount that JAMS will pay for all settlement-related costs and expenses is \$720,000.00 (“Gross Settlement Amount”), allocated as follows: (1) monetary relief (“Net Settlement Amount”) to class members; (2) attorneys’ fees and reimbursement of litigation costs awarded by the Superior Court to attorneys representing the class; (3) representative incentive payments awarded by the Superior Court to Named Plaintiffs (“Incentive Awards”); (4) Private Attorneys General Act penalties (the “PAGA Award”); and (5) claims administration expenses, including the costs of mailing this Notice and administering the settlement payments should the Settlement be effective, allocated as follows, and subject to final court approval:

1. The monetary relief for class members, or “Net Settlement Amount,” has an estimated potential value of \$302,500.00, less applicable taxes. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis, according to the number of weeks they worked during the Class Period. If any Settlement Class Members previously signed an individual settlement agreement with JAMS, those settlement proceeds will be deducted from their Individual Settlement Payment. For example, if a Settlement Class Member is entitled to \$200 but received \$100 as part of a previous individual settlement agreement, they will receive \$100 as part of their Individual Settlement Payment under this Settlement.
2. Up to Forty Percent (40%) of the Gross Settlement Amount (equal to \$288,000.00) will be paid to Class Counsel for attorneys’ fees.
3. Class Counsel will be reimbursed up to \$55,000.00 for their litigation costs.
4. Plaintiff Carlos Adalberto Mejia will be paid an incentive award of up to \$30,000.00 and Plaintiff Chris Alderson will be paid an incentive award of up to \$15,000.00, for performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
5. Up to \$9,500.00 will be paid to cover the costs of the Settlement Administrator.
6. \$20,000.00 for the release of PAGA claims, 75% of which (\$15,000.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which (\$5,000.00) will be paid to non-exempt employees who worked for JAMS between October 16, 2018 until [Date of Preliminary Approval].

If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law. In such event, such Class Members shall nevertheless remain bound by the Settlement and all Court orders.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

#### **WHO IS IN THE CLASS?**

##### **6. Am I part of this Class?**

The “Class” includes: All non-exempt employees who worked for JAMS in California at any time from October 16, 2015 until [Date of Preliminary Approval].

**7. I'm still not sure if I am included.**

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators, the "Settlement Administrator," at the designated phone number for this matter at (XXX) XXX-XXXX or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 13.

**8. What is my approximate Individual Settlement Payment?**

According to payroll records maintained by JAMS, the total number of weeks you worked for JAMS as a non-exempt in California during the Class Period is [REDACTED].

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

**Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on JAMS's records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

**9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released JAMS from any and all claims alleged or that could have been alleged based upon the factual allegations in Plaintiff's Operative Complaint. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out.

Additionally, if you worked during the period of October 16, 2018 until [Date of Preliminary Approval], you are a PAGA Group Member and you will also release all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the Operative Complaint, which arose during the PAGA Period, regardless of whether you opt out of the Class Settlement.

## 10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

## 11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you will not get any money or benefits from the class settlement, whatsoever. However, you may then be able to sue or continue to sue JAMS for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

## 12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Carlos Adalberto Mejia et al. v. J.A. Momaney Services Inc., et al.*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement whatsoever and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims,



as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

### **THE LAWYERS REPRESENTING YOU**

#### **13. Who are the attorneys representing the Parties?**

##### **Class Counsel**

Kashif Haque  
Samuel A. Wong  
Jessica L. Campbell  
Fawn F. Bekam  
Daniel E. Ishu  
AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, CA 92618  
Tel: 949-379-6250

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at [www.aegislawfirm.com](http://www.aegislawfirm.com).

#### **14. How will the lawyers be paid?**

As part of the Settlement with JAMS, Class Counsel has requested 40% of the Gross Settlement Amount (equal to \$288,000.00) in attorneys' fees, plus costs not to exceed \$55,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

#### **15. How will Plaintiffs be paid?**

As part of the Settlement with JAMS, Class Counsel has requested enhancements payments of up to \$30,000.00 for Plaintiff Carlos Adalberto Mejia, and up to \$15,000.00 for Plaintiff Chris Alderson, (\$45,000.00 in total) for their efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators

[ADDRESS]

[PHONE NUMBER]

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department 3 of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

### 18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after JAMS makes payment to the Settlement Administrator. If there are no objections or appeals, JAMS will transfer the settlement funds within 60 calendar days of approval, and the Settlement Administrator will then distribute the funds. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

## GETTING MORE INFORMATION

### 19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be viewed online at the court's website: <https://www.scscourt.org/>. Click on "Online Services", then "Case Information Online." Once at the Case Information Online Page, search for the "Civil and Family Case Information" category, and click "Access Now." You will then be taken to the "Public Portal," once there, click on "Index Search", and input the case number, 19CV356777. Complete the reCAPTCHA, then press "Search" to be taken to the Court's docket regarding this matter.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

Phoenix Settlement Administrators

[ADDRESS]

[PHONE NUMBER]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF JAMS' MANAGERS, SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.**

EXHIBIT B

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SANTA CLARA**

CARLOS ADALBERTO MEJIA, individually  
and on behalf of all others similarly situated,

Plaintiff,

vs.

J.A. MOMANEY SERVICES, INC., a  
California Corporation; and DOES 1 through  
20, inclusive,

Defendants.

Case No. 19CV356777

Assigned for all purposes to  
Hon. Patricia M. Lucas  
Dept. 3

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date:  
Time:  
Dept:

1 WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the “Action”);

3 WHEREAS, Plaintiffs Carlos Adalberto Mejia and Chris Alderson (“Plaintiffs” or  
4 “Named Plaintiffs”), individually and on behalf of all others similarly situated and on behalf of  
5 the general public have applied to this Court for an order preliminarily approving the settlement  
6 of the Action in accordance with the Joint Stipulation for Settlement (the “Settlement” or  
7 “Agreement”) entered into by Plaintiffs and Defendants J.A. Momaney Services, Inc. and Jeffrey  
8 Momaney (“Defendants”) which sets forth the terms and conditions for a proposed settlement  
9 upon the terms and conditions set forth therein (Plaintiffs and Defendants shall be collectively  
10 referred to herein as the “Parties”); and

11 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary  
12 Approval of Class Action Settlement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
14 THAT:

15 1. This Order incorporates by reference the definitions in the Settlement attached as  
16 Exhibit 1 to the Declaration of Daniel Ishu in Support of Plaintiff’s Motion for Preliminary  
17 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in  
18 this Order.

19 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
20 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,  
21 adequate and reasonable when balanced against the probable outcome of further litigation relating  
22 to liability and damages issues; (c) sufficient investigation and research have been conducted such  
23 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
24 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and  
25 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has  
26 been reached as the result of non-collusive, arms-length negotiations.

27 3. With respect to the Class and for purposes of proceeding pursuant to California  
28 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a

1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all  
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that  
3 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims  
4 are typical of the Class' claims; (d) class certification is a superior method for implementing the  
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class  
6 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are  
7 qualified to serve as counsel for the Class.

8 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby  
9 conditionally certifies the class for settlement purposes only. For settlement purposes only, the Class  
10 is defined as:

11 All current and former non-exempt employees who are or were employed by J.A.  
12 Momaney Services, Inc. in California at any time from October 16, 2015 through  
13 [DATE OF PRELIMINARY APPROVAL], excluding family members of Jeffrey  
14 Momaney.

15 5. Plaintiffs Carlos Adalberto Mejia and Chris Alderson are hereby preliminarily  
16 appointed and designated, for all purposes, as the Class Representatives and the attorneys of Aegis  
17 Law Firm, PC are hereby preliminarily appointed and designated as counsel for the Class ("Class  
18 Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all  
19 acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts  
20 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance  
21 either personally or through counsel of such individual's own choosing and at such individual's  
22 own expense. Any Class Member who does not enter an appearance or appear on his or her own  
23 will be represented by Class Counsel.

24 6. Should, for whatever reason, the Settlement not become final, the fact that the  
25 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no  
26 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in  
27 a non-settlement context.  
28

1           7.       The Court hereby preliminarily approves the definition and disposition of the Gross  
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,  
3 subject to modification at final approval.

4           8.       The Court hereby preliminarily approves Class Counsel attorneys' fees of  
5 \$288,000.00, Class Counsel litigation expenses not to exceed \$55,000.00, an Incentive Award of  
6 up to \$30,000.00 to Plaintiff Carlos Adalberto Mejia and \$15,000.00 to Plaintiff Chris Alderson  
7 (\$45,000.00 total), the PAGA Award of \$20,000.00 (of which seventy-five percent (75%) shall be  
8 paid to the California Labor Workforce Development Agency ("LWDA") in the amount of  
9 \$15,000.00 and twenty-five percent (25%) shall be made available for distribution to Putative  
10 PAGA Class Members in the amount of \$5,000.00), and costs of administration not to exceed  
11 \$9,500.00, subject to final approval.

12           9.       The Court hereby approves, as to form and content, the Class Notice, to be  
13 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in  
14 the manner and form set forth in the Settlement and this Order, meets the requirements of due  
15 process, is the best notice practicable under the circumstances, and shall constitute due and  
16 sufficient notice to all persons entitled thereto.

17           10.      The Court hereby appoints Phoenix Class Action Administration Solution's Inc. as  
18 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be  
19 mailed to Class Members the Class Notice using the procedures set forth in the Settlement  
20 Agreement. Class Members who wish to participate in the settlement provided for by the Settlement  
21 Agreement do not need to respond to the Class Notice.

22           11.      All costs of mailing of the Class Notice, whether foreseen or not, shall be paid  
23 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses  
24 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up  
25 to \$9,500.00 as provided in the Settlement.

26           12.      Any Class Member may choose to opt-out of and be excluded from the Class as  
27 provided in Section 3.04(b) of the Settlement and as summarized in the Class Notice. Any such  
28 person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery



1 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or  
2 comment thereon. Class Members who have not requested exclusion/opted-out shall be deemed  
3 “Participating Class Members” and bound by all determinations of the Court, the Settlement, and  
4 the Final Judgment.

5 13. A Final Fairness and Approval Hearing shall be held before this Court on  
6 \_\_\_\_\_ at \_\_\_\_\_ in Department 3 of the Superior Court for the State  
7 of California, County of Santa Clara, located at 191 North First Street, San Jose, California 95113.  
8 The Final Fairness and Approval Hearing will determine all necessary matters concerning the  
9 Settlement, including: Whether the proposed Settlement of the Action on the terms and conditions  
10 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by  
11 the Court; whether a Final Judgment, as provided in the Settlement, should be entered herein;  
12 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and  
13 reasonable to the Putative Class Members; and to finally approve Class Counsel’s Attorneys’ Fees  
14 and Attorneys’ Costs Awards, the Named Plaintiffs’ Representative Enhancement Awards, the  
15 PAGA Award, and Administration costs. All papers in support of final approval and related awards  
16 for fees, costs, and Plaintiff’s incentive award must be filed and served at least 16 court days before  
17 the final approval hearing.

18 14. Any Participating Class Member who wishes to object to the Settlement must do  
19 so by following the instructions for submitting written objections that are set forth in Section 3.04(c)  
20 of the Settlement Agreement and as summarized in the Class Notice, and may appear at the Final  
21 Fairness and Approval Hearing. The Court shall retain final authority with respect to the  
22 consideration and admissibility of any objections. Any Participating Class Member who objects to  
23 the Settlement shall be bound by the order of the Court. Any Participating Class Member who does  
24 not make their objection in the manner provided for in this Order shall be deemed to have waived  
25 such objection and shall forever be foreclosed from making any objection to the Settlement.

26 15. The Settlement is not a concession or admission, and shall not be used against the  
27 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
28 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,

1 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
2 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as  
3 or deemed to be evidence of a presumption, concession, indication or admission by Defendants of  
4 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other  
5 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

6 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,  
7 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,  
8 are hereby stayed.

9 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each  
10 of the Class Members for all matters relating to this Action, Judgement, and this Settlement,  
11 including (without limitation) all matters relating to the administration, interpretation,  
12 effectuation, and/or enforcement of this Settlement and this Order.

13 18. The Court reserves the right to adjourn or continue the date of any hearing and all  
14 dates provided for in the Settlement without further notice to Class Members, and retains  
15 jurisdiction to consider all further applications arising out of or connected with the proposed  
16 Settlement.

17 19. To the extent permitted by law, pending a final determination as to whether the  
18 settlement contained in the Settlement should be approved, the Putative Class Members whether  
19 directly, representatively, or in any other capacity, and whether or not such persons have appeared  
20 in the Action, shall not institute or prosecute any claim released in the Settlement against the  
21 Released Parties.

22 20. In the event the Settlement does not become effective in accordance with the terms  
23 of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
24 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
25 and the Parties shall revert to their respective positions before entering into the Settlement.

26 21. If the Settlement is finally approved, the Court shall enter a Final Judgment  
27 approving the Settlement, which shall be binding on all Parties to the Settlement, including all Class  
28 Members.

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

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Honorable Patricia M. Lucas  
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SANTA CLARA**

CARLOS ADALBERTO MEJIA,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

J.A. MOMANEY SERVICES INC., a  
California corporation; and DOES 1  
through 20, inclusive,

Defendants.

Case No. 19CV356777

Assigned for all purposes to  
Hon. Patricia M. Lucas  
Dept. 3

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND ENTERING JUDGMENT**

Date:  
Time:  
Dept:

1 This matter came on for hearing on [DATE and [TIME]., in Department 3 of the above-  
2 captioned Court on the unopposed Motion for Final Approval of Class Action Settlement  
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval  
4 filed [DATE] and the Joint Stipulation of Class and Representative PAGA Action Settlement  
5 ("Settlement Agreement" or "Settlement"), a copy of which was filed in conjunction with the  
6 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by  
8 the Parties, and the evidence and argument received by the Court in conjunction with the  
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard [DATE] and the  
10 instant Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY  
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to  
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class  
14 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right  
15 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and  
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final  
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time  
18 were provided by each of these procedures. No member of the Class filed written objection to  
19 the proposed Settlement as part of this notice process, or stated an intention to appear at the final  
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate  
22 protections to Settlement Class Members and provides the basis for the Court to make an informed  
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.  
24 The Court finds and determines that the notice provided in this case was the best notice  
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement  
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are  
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest  
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the  
3 claims of Class Representatives Carlos Adalberto Mejia and Chris Alderson are typical of the  
4 claims of the members of the Settlement Class; (d) the Class Representative has fairly and  
5 adequately protected the interests of the members of the Settlement Class; (e) a class action is  
6 superior to other available methods for an efficient adjudication of this controversy; and (f) the  
7 counsel of record for the Class Representative (“Class Counsel”), are qualified to serve as counsel  
8 for Plaintiff in their individual and representative capacities for the Class.

9         4.         The Court has certified a Settlement Class, as that term is defined in and by the  
10 terms of the Settlement Agreement as: “All current and former non-exempt employees who are  
11 or were employed by Defendant J.A. Momaney Services Inc., at any time during the Class  
12 Period of October 16, 2015 through [DATE OF PRELIMINARY APPROVAL], excluding  
13 family members of Jeffrey Momaney.” The Court finds this definition sufficient for purposes  
14 of California Rule of Court 3.765(a).

15         5.         The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

16         6.         The Court hereby confirms Plaintiffs Carlos Adalberto Mejia and Chris Alderson  
17 as the Class Representatives in this Action.

18         7.         The Court finds and determines that the terms set forth in the Settlement  
19 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement  
20 according to its terms, having found that the Settlement was reached as a result of informed and  
21 non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court further finds  
22 that the Parties conducted extensive investigation, research, and discovery and that their attorneys  
23 were able to reasonably evaluate their respective positions. The Court also finds that the  
24 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,  
25 as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
26 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant  
27 value accorded to the Class.

1           8.       The Court further finds and determines that the terms of the Settlement Agreement  
2 are fair, reasonable and adequate to the Settlement Class and to each Settlement Class Member  
3 and that the Settlement Agreement is ordered finally approved, and that all terms and provisions  
4 of the Settlement should be and hereby are ordered to be consummated.

5           9.       The Court hereby approves the Gross Settlement Amount of \$720,000.00.

6           10.      As of the effective date of this Order, the Released Claims (as defined by  
7 Sections 5.01-5.02 of the Settlement) of each and every Class Member and Settlement Class  
8 Member, respectively, are and shall be deemed to be conclusively released as against the  
9 Released Parties (as defined by Article I, section (ii) of the Settlement), including for any  
10 injunctive or declaratory relief. All Class Members, as of the effective date of this Order, are  
11 hereby forever barred and enjoined from prosecuting Released Claims against the Released  
12 Parties.

13          11.      The Court finds and determines that the Individual Settlement Payments to be paid  
14 to participating Settlement Class Members as provided for by the Settlement are fair and  
15 reasonable. The Court hereby gives final approval to and orders the payment of those amounts  
16 be made to the participating Settlement Class Members in accordance with the Settlement  
17 Agreement.

18          12.      The Court finds and determines that the PAGA Award of \$20,000.00 (of which  
19 seventy-five percent (75%) shall be paid to the California Labor Workforce Development Agency  
20 (“LWDA”) in the amount of \$15,000.00, and twenty-five percent (25%) shall be made available  
21 for distribution to Putative PAGA Class Members in the amount of \$5,000.00) in this case is fair,  
22 reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment  
23 of that amount be paid in accordance with the Settlement Agreement.

24          13.      The Court finds and determines that the fees and expenses in administering the  
25 Settlement incurred by Phoenix Settlement Administrators in the amount of \$9,500.00, are fair  
26 and reasonable. The Court hereby gives final approval to and orders that the payment of that  
27 amount in accordance with the Settlement.  
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1           14.     The Court finds and determines the Class Representative Enhancement Awards  
2 of up to \$30,000.00 for Plaintiff Carlos Adalberto Mejia and \$15,000.00 for Plaintiff Chris  
3 Alderson are fair and reasonable. The Court hereby orders the Administrator to make these  
4 payments to the Plaintiffs/Class Representatives in accordance with the terms of the Settlement  
5 Agreement.

6           15.     Pursuant to the terms of the Settlement, and the authorities, evidence and  
7 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees  
8 in the sum of \$288,000.00 and litigation costs of \$55,000.00. The Court finds such amounts to  
9 be fair and reasonable. No other attorneys or law firms shall be entitled to any award of  
10 attorneys' fees or costs from JAMS or any of the other Released Parties in any way connected  
11 with this Action. The Court hereby orders the Settlement Administrator to make these payments  
12 in accordance with the terms of the Settlement Agreement.

13           16.     Without affecting the finality of this order or the entry of judgment in any way,  
14 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
15 implementation, effectuation, and enforcement of this order and the Settlement.

16           17.     Neither Defendants nor any related persons or entities shall have any further  
17 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
18 except as provided for by the Settlement Agreement.

19           18.     Neither the making of the Settlement Agreement nor the entry into the Settlement  
20 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of  
21 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a  
22 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any  
23 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement  
24 be construed as an admission or concession by or against Defendants or any related person or  
25 entity. Notwithstanding these restrictions, any of the Released Parties may file in the Action or  
26 in any other proceeding, this Final Judgment, the Settlement, or any other papers and records on  
27 file in the Action as evidence of the Settlement and to support a defense of res judicata, collateral  
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1 estoppel, release, waiver or other theory of claim preclusions, issue preclusions or similar defense  
2 as to the Released Claims.

3 19. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
4 under the Settlement or under this order, including the requirement that Defendants make  
5 payment to the participating Settlement Class Members in accordance with the Settlement.

6 20. Upon completion of administration of the Settlement, the Settlement  
7 Administrator will provide written certification of such completion to the Court and counsel for  
8 the Parties which shall be filed with the Court five (5) court days before the non-appearance  
9 compliance hearing set [DATE] and [TIME] [or \_\_\_\_\_, 2023 at 10:00 a.m.], in Dept. 3  
10 of Santa Clara County Superior Court.

11 21. The Final Judgment shall bind each Class Member and shall operate as a full  
12 release and discharge of the Released Claims as to the Released Parties. The Final Judgment  
13 and Approval Order shall have a res judicata effect and bar Class Members from bringing any  
14 action asserting Released Claims as that term is defined in the Settlement.

15 22. Notice of entry of this Final Judgment and Approval Order shall be given by  
16 Defendants to Class Counsel on behalf of the Named Plaintiffs and all Class Members. It shall  
17 not be necessary to send notice of this Final Judgment and Approval Order to individual Class  
18 Members. The time for appeal shall run from service of notice of entry of this Final Judgment  
19 and Approval Order by Defendants on Class Counsel.

20 23. If the Settlement does not become final and effective in accordance with the  
21 terms of the Settlement, resulting in the return and/or retention of the Settlement Funds to JAMS  
22 consistent with the terms of the Settlement, then this Judgment and all orders entered in  
23 connection herewith, including any order certifying the Class, appointing class representatives  
24 or class counsel and/or permitted Named Plaintiffs to file amended class action complaints, shall  
25 be rendered null and void and shall be vacated.

26 24. The Court hereby enters final judgment in accordance with the terms of the  
27 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement  
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1 filed on [DATE] and this Order Granting Final Approval of Class Action Settlement, pursuant  
2 to California Rule of Court 3.769(h).

3 25. The Parties will bear their own costs and attorneys' fees except as otherwise  
4 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation  
5 costs.

6  
7 DATED: \_\_\_\_\_

8 \_\_\_\_\_  
9 Honorable Patricia M. Lucas  
10 JUDGE OF THE SUPERIOR COURT  
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