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19 Attorneys for Plaintiff

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **IN AND FOR THE COUNTY OF NEVADA**

22 TIFFANY BRITTON, individually, and on  
23 behalf of other members of the general public  
24 similarly situated,

25 Plaintiff,

26 v.

27 MOUNTAIN VALLEY CHILD AND  
28 FAMILY SERVICES, INC., a California  
corporation; and DOES 1 through 100,  
Inclusive,

Defendants.

Case No.: CU0000023

[Action Filed April 19, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff TIFFANY BRITTON (“Plaintiff Britton”) and Plaintiff  
3 KAYJHONNIE SMITH (“Plaintiff Smith”) (hereinafter “Plaintiffs”), individually, and on behalf of  
4 other members of the general public similarly situated, and Defendant MOUNTAIN VALLEY  
5 CHILD AND FAMILY SERVICES, INC. (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Tiffany Britton v.*  
8 *Mountain Valley Child and Family Services, Inc.*, Nevada County Superior Court,  
9 Case No. CU0000023, filed April 19, 2022, and the First Amended Class Action  
10 Complaint For Damages designated *Tiffany Britton and Kayjhonnie Smith v.*  
11 *Mountain Valley Child and Family Services, Inc.*, Nevada County Superior Court  
12 (which was attached to a March 20, 2023 letter to Labor and Workforce Development  
13 Agency from plaintiffs’ counsel Shani O. Zakay) and submitted to the Court for filing  
14 on June 12, 2023.
- 15 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
16 Class and PAGA Action and Release of Claims.
- 17 C. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
18 paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- 19 D. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
20 Class Counsel for the services they have rendered to Plaintiff and the Settlement  
21 Class in the Action, currently not to exceed one-third of the Gross Settlement  
22 Amount currently estimated to be \$133,333.33 out of \$400,000.00. Attorneys’ fees  
23 will be divided between Class Counsel as follows (35% to Lawyers for Justice, PC,  
24 32.5% to JCL Law Firm, APC, and 32.5% to Zakay Law Group, APLC).
- 25 E. “Claims Administration Expenses” shall mean the amount paid to the Settlement  
26 Administrator from the Gross Settlement Amount for administering the Settlement  
27 pursuant to this Agreement currently estimated not to exceed \$8,500.00.
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- F. “Class” or the “Class Members” means all current and former non-exempt California employees who worked at Defendant at any time during the Class Period.
- G. “Class Counsel” shall mean Edwin Aiwazian, Esq. of Lawyers for Justice, PC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.
- H. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; start dates and end dates of employment.
- I. “Class Period” means the period between April 19, 2018 and June 18, 2023.
- J. “Class Representatives” shall mean Tiffany Britton and Kayjhonnie Smith.
- K. “Court” means the Superior Court for the State of California, County of Nevada currently presiding over the Action.
- L. “Defendant” shall mean Mountain Valley Child and Family Services, Inc.
- M. “Effective Date” means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court’s overruling of objections to the settlement, then the effective date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.
- N. “Funding Date” shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant will begin payment of the Gross Settlement Amount to the Claims Administrator on the later of February 18, 2024 or ninety (90) days after the Effective Date.

- 1 O. “Gross Settlement Amount” means Four Hundred Thousand Dollars (\$400,000) that  
2 Defendant must pay into the QSF in connection with this Settlement, inclusive of the  
3 sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys’  
4 Fees and Attorneys’ Expenses, Service Awards, and the PAGA Payment and  
5 *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment  
6 under this Settlement.
- 7 P. “Individual Settlement Payments” means the amount payable from the Net Settlement  
8 Amount to each Settlement Class Member and excludes any amounts distributed to  
9 PAGA Class Members pursuant to PAGA.
- 10 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less  
11 Attorneys’ Fees and Attorneys’ Expenses, Service Awards, PAGA Payment, and  
12 Claims Administration Expenses.
- 13 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the  
14 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 S. “Operative Complaint” shall mean the First Amended Complaint, filed on June 12,  
17 2023.
- 18 T. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,  
19 Labor Code § 2698 *et seq.*
- 20 U. “PAGA Class” or “PAGA Class Members” means all current and former non-exempt  
21 California employees who worked at Defendant at any time during the PAGA Period.
- 22 V. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period  
23 for each PAGA Class Member divided by the sum total of the Pay Periods for all  
24 PAGA Class Members during the PAGA Period.
- 25 W. “PAGA Payment” shall mean Twenty Thousand Dollars (\$20,000) to be allocated  
26 from the Gross Settlement Amount, with 25% of the payment going to the California  
27 Class Members and 75% of the payment going to the Labor and Workforce  
28 Development Agency (“LWDA Payment”). The amount of the PAGA Payment is

1 subject to Court approval pursuant to California Labor Code section 2699(l). Any  
2 reallocation of the Gross Settlement Amount to increase the PAGA Payment will not  
3 constitute grounds by either party to void this Agreement, so long as the Gross  
4 Settlement Amount remains the same.

5 X. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA Class  
6 Member Payment, as defined herein, means the number of pay periods of employment  
7 during the PAGA Period that each PAGA Class Member worked in California.

8 Y. "PAGA Period" means the period between March 20, 2022 and June 18, 2023.

9 Z. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either  
10 Plaintiffs or Defendant, individually.

11 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided  
12 by the sum total Workweeks for all Class Members.

13 BB. "Plaintiffs" shall mean Tiffany Britton and Kayjhonnie Smith.

14 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
15 by the Settlement Administrator to fund the Gross Settlement Amount.

16 DD. "Released Class Claims" shall mean the release from the Class Members of all class  
17 claims alleged in the operative complaint (Case number CU0000023), including the  
18 First Amended Complaint (which includes PAGA claims), or which could have been  
19 alleged in the operative complaint based on the facts alleged, which occurred during  
20 the Class Period, and expressly excluding all other claims, including claims for vested  
21 benefits, wrongful termination, unemployment insurance, disability, social security,  
22 workers' compensation, PAGA claims (which are separately released), and class  
23 claims outside of the Class Period.

24 EE. "Released PAGA Claims" shall mean the release from the PAGA Class Members of  
25 all PAGA claims alleged in the First Amended Complaint and Plaintiff's March 20,  
26 2023 PAGA notice to the LWDA which occurred during the PAGA Period, and  
27 expressly excluding all other claims, including claims for vested benefits, wrongful  
28 termination, unemployment insurance, disability, social security, workers'

1 compensation and PAGA claims outside the PAGA Period.

2 FF. “Released Parties” shall mean Defendant, and all of its managing agents, officers and  
3 directors.

4 GG. “Response Deadline” means the date forty-five (45) calendar days after the Settlement  
5 Administrator mails Notice Packets to Class Members and the last date on which  
6 Class Members may submit requests for exclusion or objections to the Settlement.

7 HH. “Service Awards” mean an award in the amount of \$10,000 or in an amount that the  
8 Court authorizes to be paid to each of the Class Representatives, in addition to their  
9 Individual Settlement Payment and their individual PAGA Class Member Payment,  
10 in recognition of their efforts and risks in assisting with the prosecution of the Action.

11 II. “Settlement” means the disposition of the Action pursuant to this Agreement.

12 JJ. “Settlement Administrator” means Apex Class Action LLC, 20371 Irvine Ave.,  
13 Newport Beach, CA 92660; Tel: 1-800-355-0700. The Settlement Administrator  
14 establishes, designates and maintains, as a QSF under Internal Revenue Code section  
15 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross  
16 Settlement Amount is deposited for the purpose of resolving the claims of Settlement  
17 Class Members. The Settlement Administrator shall maintain the funds until  
18 distribution in an account(s) segregated from the assets of Defendant and any person  
19 related to Defendant. *All accrued interest shall be paid and distributed to the*  
20 *Settlement Class Members as part of their respective Individual Settlement*  
21 *Payment.*

22 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who  
23 have not submitted a timely and valid request for exclusion as provided in this  
24 Agreement.

25 LL. “Workweeks,” for purposes of calculating the distribution of the Net Settlement  
26 Amount, means the number of weeks of employment during the Class Period that  
27 each Class Member was employed by Defendant in California.

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1 **II. RECITALS**

2 A. On April 19, 2022, Plaintiff Britton filed the Action, alleging claims for:

- 3 1. Violation of California Labor Code §§ 510 and 1998 (Unpaid Overtime);
- 4 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
- 5 Premiums);
- 6 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 7 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
- 8 Minimum Wages);
- 9 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
- 10 Paid);
- 11 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
- 12 Employment);
- 13 7. Violation of California Labor Code § 226(a) (Non-Complaint Wage
- 14 Statements);
- 15 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
- 16 Payroll Records);
- 17 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
- 18 Business Expenses);
- 19 10. Violation of California Business & Professions Code §§ 17200, *et seq.*

20 B. On March 20, 2023, Plaintiff Smith filed a Notice of Violations with the Labor and

21 Workforce Development Agency (LWDA) and served the same on Defendant.

22 C. On June 12, 2023, Plaintiffs submitted for filing a First Amended Complaint, which

23 added Plaintiff Smith as a named plaintiff and alleged a ninth cause of action for

24 Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*). The

25 First Amended Complaint is the “operative complaint.”

26 D. The Class Representatives believe they have claims based on alleged violations of the

27 California Labor Code, and the Industrial Welfare Commission Wage Orders, and

28 that class certification is appropriate because the prerequisites for class certification

1 can be satisfied in the Action, and this action is manageable as a PAGA representative  
2 action.

3 E. Defendant denies any liability or wrongdoing of any kind associated with the claims  
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class  
5 Representatives are owed, and further contends that, for any purpose other than  
6 settlement, the Action is not appropriate for class or representative action treatment.  
7 Defendant contends that this Action is not manageable as a PAGA representative  
8 action. Defendant contends, among other things, that at all times it complied with the  
9 California Labor Code and the Industrial Welfare Commission Wage Orders.

10 F. The Class Representatives are represented by Class Counsel. Class Counsel  
11 investigated the facts relevant to the Action, including conducting an independent  
12 investigation as to the allegations, reviewing documents and information exchanged  
13 through informal discovery, and reviewing documents and information provided by  
14 Defendant pursuant to informal requests for information to prepare for mediation.  
15 Defendant produced for the purpose of settlement negotiations certain employment  
16 data concerning the Settlement Class, which Class Counsel reviewed and analyzed  
17 with the assistance of an expert. Based on their own independent investigation and  
18 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is  
19 fair, reasonable, and adequate, and is in the best interest of the Settlement Class  
20 considering all known facts and circumstances, including the risks of significant  
21 delay, defenses asserted by Defendant, uncertainties regarding class certification, and  
22 numerous potential appellate issues. Although it denies any liability, Defendant is  
23 agreeing to this Settlement solely to avoid the inconveniences and cost of further  
24 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
25 set forth in this Agreement.

26 G. On April 18, 2023, the Parties participated in mediation presided over by Hon. Brian  
27 C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class  
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1 and PAGA actions. The mediation concluded with a settlement, which was  
2 subsequently memorialized in the form of a Memorandum of Understanding.

3 H. This Agreement replaces and supersedes the Memorandum of Understanding and any  
4 other agreements, understandings, or representations between the Parties. This  
5 Agreement represents a compromise and settlement of highly disputed claims.  
6 Nothing in this Agreement is intended or will be construed as an admission by  
7 Defendant that the claims in the Action of Plaintiffs or the Class Members have merit  
8 or that Defendant bears any liability to Plaintiffs or the Class on those claims or any  
9 other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action  
10 have merit.

11 I. The Parties believe that the Settlement is fair, reasonable and adequate. The  
12 Settlement was arrived at through arm's-length negotiations, taking into account all  
13 relevant factors. The Parties recognize the uncertainty, risk, expense and delay  
14 attendant to continuing the Action through trial and any appeal. Accordingly, the  
15 Parties desire to settle, compromise and discharge all disputes and claims arising from  
16 or relating to the Action fully, finally, and forever.

17 J. The Parties agree to certification of the Class for purposes of this Settlement only. If  
18 for any reason the settlement does not become effective, Defendant reserves the right  
19 to contest certification of any class for any reason and reserves all available defenses  
20 to the claims in the Action.

21 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

22 **III. TERMS OF AGREEMENT**

23 A. Settlement Consideration and Settlement Payments by Defendant.

24 1. Settlement Consideration. In full and complete settlement of the Action, and  
25 in exchange for the releases set forth below, Defendant will pay the sum of  
26 the Individual Settlement Payments, the Service Awards, the Attorneys' Fees  
27 and Attorneys' Expenses, PAGA Payment, and the Claims Administration  
28 Expenses, as specified in this Agreement, equal to the Gross Settlement

1 Amount of Four Hundred Thousand Dollars (\$400,000.00). The Parties agree  
2 that this is a non-reversionary Settlement and that no portion of the Gross  
3 Settlement Amount shall revert to Defendant. Other than the Defendant's  
4 share of employer payroll taxes and as provided in Section III.A.2 below,  
5 Defendant shall not be required to pay more than the Gross Settlement  
6 Amount.

7 2. Class Size. Defendant represents that the Settlement Class was comprised of  
8 531 individuals who collectively worked approximately 37,351 workweeks  
9 ("Projected Workweeks") during the Class Period. Prior to the filing of the  
10 motion for Preliminary Approval, Defendant will provide Class Counsel with  
11 a declaration under penalty of perjury confirming the number of applicable  
12 Class Members and workweeks they worked during the Class Period. If the  
13 Projected Workweeks increases by more than 12% of the estimated stated  
14 herein, the Gross Settlement Amount shall increase proportionally for the  
15 number of workweeks over 112% of the Projected Workweeks (37,351), or  
16 the Defendant has the choice of shortening the class period end date as to  
17 where total workweeks do not exceed 112% of 37,351.

18 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount  
19 into the QSF, through the Settlement Administrator in accordance with  
20 paragraph III.L below. Any interest accrued will be added to the NSA and  
21 distributed to the Settlement Class Members except that if final approval is  
22 reversed on appeal, then Defendant is entitled to prompt return of the principal  
23 and all interest accrued.

24 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side  
25 payroll taxes is in addition to the Gross Settlement Amount, and will be  
26 calculated by the Settlement Administrator, and shall be paid together with  
27 the Gross Settlement Amount on the Funding Date.

1 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
2 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members  
3 release the Released Parties from the Released Class Claims for the Class Period.

4 C. Release by the PAGA Class Members. As of the Funding Date, in exchange for the  
5 consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of  
6 California release the Released Parties from the Released PAGA Claims for the PAGA  
7 Period. As a result of this release, the PAGA Class Members shall be precluded from  
8 bringing claims against Defendant for the Released PAGA Claims.

9 D. Conditions Precedent: This Settlement will become final and effective only upon the  
10 occurrence of all of the following events:

- 11 1. The Court enters an order granting preliminary approval of the Settlement;
- 12 2. The Court enters an order granting final approval of the Settlement and a Final  
13 Judgment;
- 14 3. If an objector appears at the final approval hearing, the time for appeal of the  
15 Final Judgment and Order Granting Final Approval of Class Action  
16 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
17 any appeal from the Judgment and Order Granting Final Approval of Class  
18 Action Settlement; and
- 19 4. Defendant fully funds the Gross Settlement Amount.

20 E. Nullification of Settlement Agreement. If this Settlement Agreement is not  
21 preliminarily or finally approved by the Court, fails to become effective, or is reversed,  
22 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant  
23 from obtaining a complete resolution of the Released Claims, or if Defendant fails to  
24 fully fund the Gross Settlement Amount:

- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
26 and shall not be admissible in any judicial, administrative or arbitral  
27 proceeding for any purpose or with respect to any issue, substantive or  
28 procedural;

- 1                   2.     The conditional class certification (obtained for any purpose) shall be void *ab*  
2                   *initio* and of no force or effect, and shall not be admissible in any judicial,  
3                   administrative or arbitral proceeding for any purpose or with respect to any  
4                   issue, substantive or procedural; and
- 5                   3.     None of the Parties to this Settlement will be deemed to have waived any  
6                   claims, objections, defenses or arguments in the Action, including with respect  
7                   to the issue of class certification.
- 8                   4.     Defendant shall bear the sole responsibility for any cost to issue or reissue any  
9                   curative notice to the Settlement Class Members and all Claims  
10                  Administration Expenses incurred to the date of nullification.

11               F.     Certification of the Settlement Class. The Parties stipulate to conditional class  
12               certification of the Class for the Class Period for purposes of settlement only. In the  
13               event that this Settlement is not approved by the Court, fails to become effective, or is  
14               reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
15               Defendant from obtaining a complete resolution of the Released Claims, the  
16               conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
17               no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
18               proceeding for any purpose or with respect to any issue, substantive or procedural.

19               G.     Tax Liability. The Parties make no representations as to the tax treatment or legal  
20               effect of the payments called for, and Class Members and/or PAGA Class Members  
21               are not relying on any statement or representation by the Parties in this regard. Class  
22               Members and/or PAGA Class Members understand and agree that they will be  
23               responsible for the payment of any taxes and penalties assessed on the Individual  
24               Settlement Payments and/or PAGA Class Members' individual shares of the PAGA  
25               Class Member Payment described and will be solely responsible for any penalties or  
26               other obligations resulting from their personal tax reporting of Individual Settlement  
27               Payments and/or PAGA Class Members' individual shares of the PAGA Class  
28               Member Payment.

1 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
2 the “acknowledging party” and each Party to this Agreement other than the  
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision  
4 of this Agreement, and no written communication or disclosure between or among the  
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
6 such communication or disclosure constitute or be construed or be relied upon as, tax  
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
9 her or its own, independent legal and tax counsel for advice (including tax advice) in  
10 connection with this Agreement, (b) has not entered into this Agreement based upon  
11 the recommendation of any other Party or any attorney or advisor to any other Party,  
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
13 or adviser to any other party to avoid any tax penalty that may be imposed on the  
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax  
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
17 the acknowledging party of the tax treatment or tax structure of any transaction,  
18 including any transaction contemplated by this Agreement.

19 I. Preliminary Approval Motion. Within thirty (30) calendar days of execution of this  
20 Agreement, or as soon thereafter as practicable, Plaintiffs shall file with the Court a  
21 Motion for Order Granting Preliminary Approval and supporting papers, which shall  
22 include this Settlement Agreement. Plaintiffs will provide Defendant with a draft of  
23 the Motion at least 3 business days prior to the filing of the Motion to give Defendant  
24 an opportunity to propose changes or additions to the Motion.

25 J. Settlement Administrator. The Settlement Administrator shall be responsible for:  
26 establishing and administering the QSF; calculating, processing and mailing payments  
27 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and  
28 mailing the Notice Packets to the Class Members as directed by the Court; receiving

1 and reporting the objections and requests for exclusion; calculating, deducting and  
2 remitting all legally required taxes from Individual Settlement Payments and  
3 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
4 Portion of the Individual Settlement Payments and/or PAGA Class Members'  
5 individual shares of the PAGA Class Member Payment; processing and mailing tax  
6 payments to the appropriate state and federal taxing authorities; providing  
7 declaration(s) as necessary in support of preliminary and/or final approval of this  
8 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
9 Settlement Administrator to perform. The Settlement Administrator shall keep the  
10 Parties timely apprised of the performance of all Settlement Administrator  
11 responsibilities by among other things, sending a weekly status report to the Parties'  
12 counsel stating the date of the mailing, the of number of Elections Not to Participate  
13 in Settlement it receives (including the numbers of valid and deficient), and number of  
14 objections received.

15 K. Notice Procedure.

16 1. Class Data. No later than twenty (20) calendar days after the Preliminary  
17 Approval Date, Defendant shall provide the Settlement Administrator with the  
18 Class Data for purposes of preparing and mailing Notice Packets to the Class  
19 Members.

20 2. Notice Packets.

21 a) The Notice Packet shall contain the Notice of Class Action Settlement  
22 in a form substantially similar to the form attached as **Exhibit A**. The  
23 Notice of Class Action Settlement shall inform Class Members and  
24 PAGA Class Members that they need not do anything in order to  
25 receive an Individual Settlement Payment and/or PAGA Class  
26 Members' individual shares of the PAGA Class Member Payment and  
27 to keep the Settlement Administrator apprised of their current mailing  
28 address, to which the Individual Settlement Payments and/or PAGA

1 Class Members' individual shares of the PAGA Class Member  
2 Payment will be mailed following the Funding Date. The Notice of  
3 Class Action Settlement shall set forth the release to be given by all  
4 members of the Class who do not request to be excluded from the  
5 Settlement Class and/or PAGA Class Member in exchange for an  
6 Individual Settlement Payment and/or PAGA Class Members'  
7 individual shares of the PAGA Class Member Payment, the number of  
8 Workweeks worked by each Class Member during the Class Period  
9 and PAGA Period, if any, and the estimated amount of their Individual  
10 Settlement Payment if they do not request to be excluded from the  
11 Settlement and each PAGA Class Members' individual shares of the  
12 PAGA Class Member Payment, if any. The Settlement Administrator  
13 shall use the Class Data to determine Class Members' Workweeks and  
14 PAGA Pay Periods. The Notice will also advise the PAGA Class  
15 Members that they will release the Released PAGA Claims and will  
16 receive their share of the PAGA Class Member Payment regardless of  
17 whether they request to be excluded from the Settlement.

18 b) The Notice Packet's mailing envelope shall include the following  
19 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
20 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
21 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
22 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
23 NOTICE."

24 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the  
25 Settlement Administrator will perform a search based on the National Change  
26 of Address Database to update and correct any known or identifiable address  
27 changes. No later than thirty (30) calendar days after preliminary approval of  
28 the Settlement, the Settlement Administrator shall mail copies of the Notice

1 Packet to all Class Members via regular First-Class U.S. Mail and electronic  
2 mail. The Settlement Administrator shall exercise its best judgment to  
3 determine the current mailing address for each Class Member. The address  
4 identified by the Settlement Administrator as the current mailing address shall  
5 be presumed to be the best mailing address for each Class Member.

6 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
7 Administrator as non-delivered on or before the Response Deadline shall be  
8 re-mailed to any forwarding address provided. If no forwarding address is  
9 provided, the Settlement Administrator shall promptly attempt to determine a  
10 correct address by lawful use of skip-tracing, or other search using the name,  
11 address and/or Social Security number of the Class Member involved, and  
12 shall then perform a re-mailing, if another mailing address is identified by the  
13 Settlement Administrator. In addition, if any Notice Packets, which are  
14 addressed to Class Members who are currently employed by Defendant, are  
15 returned to the Settlement Administrator as non-delivered and no forwarding  
16 address is provided, the Settlement Administrator shall notify Defendant.  
17 Defendant will request that the currently employed Class Member provide a  
18 corrected address and transmit to the Administrator any corrected address  
19 provided by the Class Member. Class Members who received a re-mailed  
20 Notice Packet shall have their Response Deadline extended fifteen (15) days  
21 from the original Response Deadline.

22 5. Disputes Regarding Individual Settlement Payments. Class Members will  
23 have the opportunity, should they disagree with Defendant's records regarding  
24 the start and end dates of employment to provide documentation and/or an  
25 explanation to show contrary dates. If there is a dispute, the Settlement  
26 Administrator will consult with the Parties to determine whether an  
27 adjustment is warranted. The Settlement Administrator shall determine the  
28 eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator's determination  
2 of the eligibility for and amount of any Individual Settlement Payment shall  
3 be binding upon the Class Member and the Parties.

4 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
5 by the Settlement Administrator concerning the administration of the  
6 Settlement will be resolved by the Court under the laws of the State of  
7 California. Before any such involvement of the Court, counsel for the Parties  
8 will confer in good faith to resolve the disputes without the necessity of  
9 involving the Court.

10 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
11 Packet shall state that Class Members who wish to exclude themselves from  
12 the Settlement must submit a signed copy of the Request for Exclusion form  
13 to the Settlement Administrator by the Response Deadline. A Request for  
14 Exclusion form will be mailed together with the Notice Packet to all Class  
15 Members. The Request for Exclusion will not be valid if it is not timely  
16 submitted, if it is not signed by the Class Member, or if it does not contain the  
17 name and address and last four digits of the Social Security number of the  
18 Class Member. The date of the postmark on the mailing envelope or fax stamp  
19 on the Request for Exclusion shall be the exclusive means used to determine  
20 whether the request for exclusion was timely submitted. Any Class Member  
21 who submits a timely Request for Exclusion shall be excluded from the  
22 Settlement Class will not be entitled to an Individual Settlement Payment and  
23 will not be otherwise bound by the terms of the Settlement or have any right  
24 to object, appeal or comment thereon. However, any Class Member that  
25 submits a timely Request for Exclusion that is also a PAGA Class Member  
26 will still receive his/her pro rata share of the PAGA Class Member Payment,  
27 as specified below, and in consideration, will be bound by the Release by the  
28 PAGA Class as set forth herein. Settlement Class Members who fail to submit

1 a valid and timely Request for Exclusion on or before the Response Deadline  
2 shall be bound by all terms of the Settlement and any final judgment entered  
3 in this Action if the Settlement is approved by the Court. No later than  
4 fourteen (14) calendar days after the Response Deadline, the Settlement  
5 Administrator shall provide counsel for the Parties with a final list of the Class  
6 Members who have timely submitted timely Requests for Exclusion. At no  
7 time shall any of the Parties or their counsel seek to solicit or otherwise  
8 encourage members of the Class to submit Requests for Exclusion from the  
9 Settlement.

10 8. Objections. The Notice of Class Action Settlement contained in the Notice  
11 Packet shall state that Class Members who wish to object to the Settlement  
12 may submit to the Settlement Administrator a written statement of objection  
13 (“Notice of Objection”) by the Response Deadline. The postmark date of  
14 mailing shall be deemed the exclusive means for determining that a Notice of  
15 Objection was served timely. The Notice of Objection, if in writing, must be  
16 signed by the Settlement Class Member and state: (1) the case name and  
17 number; (2) the name of the Settlement Class Member; (3) the address of the  
18 Settlement Class Member; (4) the last four digits of the Settlement Class  
19 Member’s Social Security number; (5) the basis for the objection; and (6) if  
20 the Settlement Class Member intends to appear at the Final  
21 Approval/Settlement Fairness Hearing. Class Members who fail to make  
22 objections in writing in the manner specified above may still make their  
23 objections orally at the Final Approval/Settlement Fairness Hearing with the  
24 Court’s permission. Settlement Class Members will have a right to appear at  
25 the Final Approval/Settlement Fairness Hearing to have their objections heard  
26 by the Court regardless of whether they submitted a written objection. At no  
27 time shall any of the Parties or their counsel seek to solicit or otherwise  
28 encourage Class Members to file or serve written objections to the Settlement

1 or appeal from the Order and Final Judgment. Class Members who submit a  
2 written request for exclusion may not object to the Settlement. Class Members  
3 may not object to the PAGA Payment.

4 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay  
5 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated  
6 by law as follows: \$220,000 on the later of February 18, 2024 or 90 days after final  
7 approval of the settlement, and \$20,000 every 30 days thereafter for 9 months for a  
8 total of \$180,000.

9 1. Calculation of Individual Settlement Payments. Individual Settlement  
10 Payments shall be paid from the Net Settlement Amount and shall be paid  
11 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
12 Administrator shall add up the total number of Workweeks for all Class  
13 Members. The respective Workweeks for each Class Member will be divided  
14 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
15 for each Class Member. Each Class Member's Payment Ratio will then be  
16 multiplied by the Net Settlement Amount to calculate each Class Member's  
17 estimated Individual Settlement Payments. Each Individual Settlement  
18 Payment will be reduced by any legally mandated employee tax withholdings  
19 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
20 Members who submit valid and timely requests for exclusion will be  
21 redistributed to Settlement Class Members who do not submit valid and timely  
22 requests for exclusion on a pro rata basis based on their respective Payment  
23 Ratios.

24 2. Calculation of Individual Payments to the PAGA Class Members. Using the  
25 Class Data, the Settlement Administrator shall add up the total number of  
26 PAGA Pay Periods for all PAGA Class Members during the PAGA Period.  
27 The respective PAGA Pay Periods for each PAGA Class Member will be  
28 divided by the total PAGA Pay Periods for all PAGA Class Members,

1 resulting in the “PAGA Payment Ratio” for each PAGA Class Member. Each  
2 PAGA Class Member’s PAGA Payment Ratio will then be multiplied by the  
3 PAGA Class Member Payment to calculate each PAGA Class Member’s  
4 estimated share of the PAGA Class Member Payment.

5 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
6 Settlement Payments shall be allocated and treated as 33.3% wages (“Wage  
7 Portion”) and 66.6% penalties and pre-judgment interest (“Penalty and  
8 Interest Portion”). The Wage Portion of the Individual Settlement Payments  
9 shall be reported on IRS Form W-2 and the Penalty and Interest Portion of the  
10 Individual Settlement Payments shall be reported on IRS Form 1099 issued  
11 by the Settlement Agreement.

12 4. Allocation of PAGA Class Member Payments. For tax purposes, PAGA Class  
13 Member Payments shall be allocated and treated as 100% penalties and shall  
14 be reported on IRS Form 1099.

15 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
16 individual shares of the PAGA Payment made to Settlement Class Members  
17 and/or PAGA Class Members under this Settlement Agreement, as well as any  
18 other payments made pursuant to this Settlement Agreement, will not be  
19 utilized to calculate any additional benefits under any benefit plans to which  
20 any Class Members may be eligible, including, but not limited to profit-  
21 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
22 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
23 Parties’ intention that this Settlement Agreement will not affect any rights,  
24 contributions, or amounts to which any Class Members may be entitled under  
25 any benefit plans.

26 6. All monies received by Settlement Class Members under the Settlement which  
27 are attributable to wages shall constitute income to such Settlement Class  
28 Members solely in the year in which such monies actually are received by the

1 Settlement Class Members. It is the intent of the Parties that Individual  
2 Settlement Payments and individual shares of the PAGA Payment provided for  
3 in this Settlement agreement are the sole payments to be made by Defendant to  
4 Settlement Class Members and/or PAGA Class Members in connection with this  
5 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement  
6 Class Members and/or PAGA Class Members are not entitled to any new or  
7 additional compensation or benefits as a result of having received the Individual  
8 Settlement Payments and/or their shares of the PAGA Class Member Payment.

9 7. Mailing. Individual Settlement Payments and PAGA Class Member  
10 Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class  
11 Members' and/or PAGA Class Members' last known mailing address no later  
12 than thirty (30) business days after Defendant deposits the initial payment per  
13 paragraph III.L.

14 8. Expiration. Any checks issued to Settlement Class Members and PAGA Class  
15 Members shall remain valid and negotiable for one hundred and eighty (180)  
16 days from the date of their issuance. If a Settlement Class Member and/or  
17 PAGA Class Member does not cash his or her settlement check within 90  
18 days, the Settlement Administrator will send a letter to such persons, advising  
19 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
20 Member and/or PAGA Class Member to request reissuance in the event the  
21 check was destroyed, lost or misplaced. In the event an Individual Settlement  
22 Payment and/or PAGA Class Member's individual share of the PAGA  
23 Payment check has not been cashed within one hundred and eighty (180) days,  
24 all funds represented by such uncashed checks, plus any interest accrued  
25 thereon, shall be paid to Summitview Child and Family Services, Inc., a  
26 501c(3) nonprofit corporation. Plaintiff and Defendant, and their respective  
27 counsel, shall provide a declaration in support of Plaintiff's Motion for  
28 Preliminary Approval of the Settlement, attesting that they do not have an

1 interest, directly or indirect, monetary or otherwise, in Summitview Child and  
2 Family Services, Inc.

3 9. Service Awards. In addition to the Individual Settlement Payment as a  
4 Settlement Class Members and any individual share of the PAGA Class  
5 Member Payment, Plaintiffs will apply to the Court for an award of not more  
6 than \$10,000.00 each, as the Service Awards. Defendant will not oppose  
7 Service Awards of not more than \$10,000.00 for each Plaintiff. The  
8 Settlement Administrator shall pay the Service Awards, either in the amount  
9 stated herein if approved by the Court or some other amount as approved by  
10 the Court, to Plaintiffs from the Gross Settlement Amount no later than ten  
11 (10) days after the Funding Date. Any portion of the requested Service  
12 Awards that is not awarded to the Class Representatives shall be part of the  
13 Net Settlement Amount and shall be distributed to Settlement Class Members  
14 as provided in this Agreement. The Settlement Administrator shall issue an  
15 IRS Form 1099 — MISC to Plaintiffs for their Service Awards. Plaintiffs  
16 shall be solely and legally responsible to pay any and all applicable taxes on  
17 their Service Awards and shall hold harmless the Released Parties from any  
18 claim or liability for taxes, penalties, or interest arising as a result of the  
19 Service Awards. Approval of this Settlement shall not be conditioned on Court  
20 approval of the requested amount of the Service Awards. If the Court reduces  
21 or does not approve the requested Service Awards, Plaintiffs shall not have  
22 the right to revoke the Settlement, and it will remain binding.

23 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class  
24 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of  
25 the Gross Settlement Amount currently estimated to be \$133,333.33 *and*  
26 Attorneys' Expenses supported by declaration not to exceed Twenty  
27 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and Attorneys'  
28 Expenses shall be paid from the Gross Settlement Amount. Any portion of

1 the requested Attorneys' Fees and/or Attorneys' Expenses that are not  
2 awarded to Class Counsel shall be part of the Net Settlement Amount and shall  
3 be distributed to Settlement Class Members as provided in this Agreement.  
4 The Settlement Administrator shall allocate and pay the Attorneys' Fees to  
5 Class Counsel from the Gross Settlement Amount no later than ten (10) days  
6 after the Funding Date. Class Counsel shall be solely and legally responsible  
7 to pay all applicable taxes on the payment made pursuant to this paragraph.  
8 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class  
9 Counsel for the payments made pursuant to this paragraph. In the event that  
10 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff  
11 and Class Counsel shall not have the right to revoke the Settlement, or to  
12 appeal such order, and the Settlement will remain binding.

13 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from  
14 the Gross Settlement Amount for settlement of claims for civil penalties under  
15 the Private Attorneys General Act of 2004 ("PAGA Penalties"). The  
16 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA  
17 Payment (\$15,000) to the California Labor and Workforce Development  
18 Agency no later than ten (10) days after the Effective Date (hereinafter  
19 "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment  
20 (\$5,000) will be distributed to the PAGA Class Members as described in this  
21 Agreement (hereinafter "PAGA Class Member Payment"). For purposes of  
22 distributing the PAGA Payment to the PAGA Class Members, each PAGA  
23 Class Member shall receive their pro-rata share of the PAGA Class Member  
24 Payment using the PAGA Payment Ratio as defined above.

25 12. Claims Administration Expenses. The Settlement Administrator shall be paid  
26 for the costs of administration of the Settlement from the Gross Settlement  
27 Amount. The estimate of the Administration Costs is \$8,500.00. The  
28

1 Settlement Administrator shall be paid the Claims Administration Expenses  
2 no later than ten (10) days after the Effective Date.

3 M. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with  
4 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
5 twenty-eight (28) days following the expiration of the Response Deadline, which  
6 motion shall request final approval of the Settlement and a determination of the  
7 amounts payable for the Service Awards, the Attorneys' Fees and Attorneys'  
8 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs  
9 will provide Defendant with a draft of the Motion at least 3 business days prior to the  
10 filing of the Motion to give Defendant an opportunity to propose changes or additions  
11 to the Motion.

12 1. Declaration by Settlement Administrator. No later than seven (7) days after  
13 the Response Deadline, the Settlement Administrator shall submit a  
14 declaration in support of Plaintiffs' motion for final approval of this  
15 Settlement detailing the number of Notice Packets mailed and re-mailed to  
16 Class Members, the number of undeliverable Notice Packets, the number of  
17 timely requests for exclusion, the number of objections received, the amount  
18 of the average Individual Settlement Payment and highest Individual  
19 Settlement Payment, the Claims Administration Expenses, and any other  
20 information as the Parties mutually agree or the Court orders the Settlement  
21 Administrator to provide.

22 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
23 Granting Final Approval of Class Action Settlement to the Court for its  
24 approval, and Judgment thereon, at the time Class Counsel files the Motion  
25 for Final Approval.

26 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
27 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
28 Final Approval, including the Order Granting Final Approval of Class Action

1 Settlement, and Judgment before filing with the Court. The Parties and their counsel  
2 will cooperate with each other and use their best efforts to effectuate the Court's  
3 approval of the Motions for Preliminary and Final Approval of the Settlement, and  
4 entry of Judgment.

5 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
6 their best efforts to implement the Settlement.

7 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
8 except such proceedings necessary to implement and complete the Settlement, pending  
9 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

10 Q. Amendment or Modification. This Agreement may be amended or modified only by  
11 a written instrument signed by counsel for all Parties or their successors-in-interest.

12 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
13 Agreement among these Parties, and no oral or written representations, warranties or  
14 inducements have been made to any Party concerning this Agreement or its Exhibit  
15 other than the representations, warranties and covenants contained and memorialized  
16 in this Agreement and its Exhibit.

17 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
18 represent they are expressly authorized by the Parties whom they represent to negotiate  
19 this Agreement and to take all appropriate Action required or permitted to be taken by  
20 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
21 documents required to effectuate the terms of this Agreement. The persons signing  
22 this Agreement on behalf of Defendant represents and warrants that he/she is  
23 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and  
24 warrant that they are authorized to sign this Agreement and that they have not assigned  
25 any claim, or part of a claim, covered by this Settlement to a third-party.

26 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
27 press releases, initiate any contact with the press, respond to any press inquiry, or have  
28 any communication with the press about the fact, amount or terms of the Settlement

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
3 Class Counsel from including publicly available information regarding this settlement  
4 in future judicial submissions regarding Class Counsel's qualifications and experience.  
5 Further, Class Counsel will not include, reference or use the Settlement Agreement for  
6 any marketing or promotional purposes, either before or after the Motion for  
7 Preliminary Approval is filed.

8 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
9 to the benefit of, the successors or assigns of the Parties, as previously defined.

10 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
11 shall be governed by and interpreted according to the laws of the State of California.

12 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
13 executed counterparts and each of them shall be deemed to be one and the same  
14 instrument provided that counsel for the Parties to this Agreement shall exchange  
15 among themselves copies or originals of the signed counterparts.

16 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
17 is a fair, adequate and reasonable settlement of this Action and have arrived at this  
18 Settlement after extensive arms-length negotiations, taking into account all relevant  
19 factors, present and potential.

20 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
21 respect to the interpretation, implementation and enforcement of the terms of this  
22 Agreement and all orders and judgments entered in connection therewith, and the  
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
24 interpreting, implementing and enforcing the settlement and all orders and judgments  
25 entered in connection with this Agreement.

26 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
27 the Court shall first attempt to construe the provisions valid to the fullest extent  
28

1 possible consistent with applicable precedents so as to define all provisions of this  
2 Agreement valid and enforceable.


3 AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently  
4 intend to pursue any claims against the Released Parties, including, but not limited to,  
5 any and all claims relating to or arising from Plaintiff's employment with Defendant,  
6 regardless of whether Class Counsel is currently aware of any facts or legal theories  
7 upon which any claims or causes of action could be brought against Released Parties,  
8 including those facts or legal theories alleged in the operative complaint in this Action.  
9 The Parties further acknowledge, understand and agree that this representation is  
10 essential to the Agreement and that this Agreement would not have been entered into  
11 were it not for this representation.

12 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
13 certification for purposes of this settlement only.

14 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the  
15 Released Claims have merit and give rise to liability on the part of Defendant.  
16 Defendant claims that the Released Claims have no merit and do not give rise to  
17 liability. This Agreement is a compromise of disputed claims. Nothing contained in  
18 this Agreement and no documents referred to and no action taken to carry out this  
19 Agreement may be construed or used as an admission by or against the Defendant or  
20 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other  
21 than as may be specifically set forth herein, each Party shall be responsible for and  
22 shall bear its/his own attorney's fees and costs.

23 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

24 DATED: Jul 14, 2023

  
Tiffany Britton (Jul 14, 2023 13:51 PDT)

Tiffany Britton

26 DATED: Jul 17, 2023

  
Kayjhonnie smith (Jul 17, 2023 08:53 PDT)

Kayjhonnie Smith

1 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

2  
3 DATED: 7/12/2023



Mountain Valley Child and Family Services, Inc.

Daniel Petrie

Printed Name

CEO

Title

8 IT IS SO AGREED AS TO FORM BY COUNSEL:

9  
10 DATED: July 17, 2023

JCL LAW FIRM, A.P.C.

11 By: 

12 Attorneys for Plaintiff and the Settlement Class  
13 Members

14  
15 DATED: July 17, 2023

ZAKAY LAW GROUP, APLC

16 By: 

17 Attorneys for Plaintiff and the Settlement Class  
18 Members

19  
20 DATED: July 13, 2023

MATHENY SEARS LINKERT & JAIME, LLP

21 By: 

22 Ronald E. Enabnit, Esq.  
23 Attorneys for Defendant

24  
25  
26  
27  
28

# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court  
Case No. CU0000023)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

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

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Nevada (the “Court”) has been reached between Plaintiff Tiffany Britton and Plaintiff Kayjhonnie Smith (“Plaintiffs”) and Defendant Mountain Valley Child and Family Services, Inc., a California corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All current and former non-exempt California employees who worked at Defendant at any time during the Class Period.

The “Class Period” is the period of time running from April 19, 2018 and June 18, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

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

On April 19, 2022, Plaintiff Britton filed a Complaint against Defendant in the Superior Court of the State of California, County of Nevada (“Action”). Plaintiff Britton asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1998; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512(a); (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226(a); (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 204; (h) Failed to keep requisite payroll records in violation of California Labor Code § 1174(d); and (i) Failed to reimburse employees for required business expenses in violation of California Labor Code §§ 2800 and 2802.

On **DATE**, Plaintiffs filed the operative First Amended Complaint adding Plaintiff Smith as a named plaintiff and alleging a ninth cause of action for Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations and during their employment; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant kept all requisite payroll records; that Defendant reimbursed employees for all required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On April 18, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<**INSERT PRELIMINARY APPROVAL DATE**>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Lawyers for Justice, PC, JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s Attorneys’ Fees and Attorneys’ Expenses, Claims Administration Expenses, the LWDA Payment, PAGA Class Member Payments, and the Service Awards to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Attorneys' Costs. Payment to Class Counsel of an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys' Costs of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Awards. Service Awards of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate each of them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") ("LWDA Payment") and the remaining \$5,000 will be distributed to PAGA Class Members as part of the Net PAGA Amount.
- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees and Attorneys' Costs, the Service Awards, the LWDA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Class Member Payments to PAGA Class Members. The Net PAGA Amount shall be distributed to PAGA Class Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Class Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Class Member during the PAGA Period. "PAGA Class Member" means all current and former non-exempt California employees who worked at Defendant at any time during the PAGA Period. The PAGA Period means the period between March 20, 2022 and June 18, 2023.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 33.33% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 66.66% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments. No taxes will be withheld from the Interest and Penalty Portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Class Member Payments paid to PAGA Class Members, and each PAGA Class Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### 4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all class claims alleged in the operative complaint (Case number CU0000023), including the draft First Amended Complaint (which includes PAGA claims), or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, PAGA claims, and class claims outside of the Class Period.

Release by the PAGA Class Members. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Class Members shall release all PAGA claims alleged in the draft First Amended Complaint and Plaintiff's March 20, 2023 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### 5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (April 19, 2018 and June 18, 2023).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period (March 20, 2022 and June 18, 2023).

Based on this information, your estimated PAGA Class Member Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or re-mailed Notice].

#### 6. How can I get a payment?

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: \_\_\_\_\_. (800) \_\_\_\_\_.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at

## 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is \_\_\_\_\_. The request for exclusion must state in substance: The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

## 8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court, Case No. CU0000023***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is Apex Class Action, 20371 Irvine Ave., Suite 110, Newport Beach, CA 92660.

The addresses for the Parties' counsel are as follows:

### Class Counsel:

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## 9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on \_\_\_\_\_, at the Nevada County Superior Court, Dept. 6, located at 201 Church St., Nevada City, CA 95959 before Judge S. Robert Tice-Raskin. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### **10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Britton v. Mountain Valley Child and Family Services, Inc., Nevada County Superior Court, Case No. CU0000023***, Settlement Administrator, c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or PAGA Class Member Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the Summitview Child and Family Services, Inc., a 501c(3) nonprofit corporation.