

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – SPRING STREET**

HECTOR ALMAZAN, individually, and on behalf of others similarly situated and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES, a California nonprofit corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV12008

*Assigned for All Purposes to: Hon. Elihu M. Berle, Dept. 6*

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

Complaint Filed: March 29, 2021  
Trial Date: None Set



1 of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total  
2 Workweeks during the PAGA Period; and (8) any other information required by the Settlement  
3 Administrator in order to effectuate the terms of the Settlement.

4 6. “Class” or “Class Members” means all current and former hourly-paid, non-  
5 exempt employees of Defendant who were employed by Defendant in the State of California at  
6 any time during the Class Period.

7 7. “Class Period” means the period from March 29, 2017, to July 17, 2023.

8 8. “Class Representative” means Plaintiff Hector Almazan in his capacity as  
9 representative of the Participating Class Members.

10 9. “Class Representative Enhancement Payment” means the amount that the Court  
11 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition  
12 of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange  
13 for the Release of Additional Claims & Rights by Plaintiff as provided in paragraph 69.

14 10. “Court” means the Superior Court of the State of California for the County of Los  
15 Angeles.

16 11. “Defendant” means Hathaway-Sycamores Child and Family Services.

17 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all  
18 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection  
19 is filed and not withdrawn, the day after the deadline for filing a notice of appeal and no such  
20 appeal being filed; or (c) if any timely appeals are filed, the day after the resolution (or  
21 withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

22 13. “Final Approval” means the Court entering an order granting final approval of the  
23 Settlement Agreement.

24 14. “Gross Settlement Amount” means the sum of Five Hundred Thousand Dollars  
25 (\$500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross  
26 Settlement Amount will return to Defendant. This is the maximum total payment in connection  
27 with the settlement of the Action, including the Appeal, and includes (1) Class Counsel’s fees;  
28 (2) Class Counsel’s Costs; (3) Settlement Administration Costs; (4) Class Representative

1 Enhancement Payment to Plaintiff; (5) the PAGA Payment to the California Labor and Workforce  
2 Development Agency (“LWDA”) and PAGA Members; (6) the payments to Class Members; and  
3 all other payments provided by this Settlement, other than applicable employer-side payroll taxes.

4 15. “Individual Settlement Payment” means the amount payable from the Net  
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
7 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
8 and/or PAGA Members.

9 16. “Net Settlement Amount” means the funds available for payments to the Class,  
10 which shall be amount remaining after the following amounts are deducted from the Gross  
11 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement  
12 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5) the  
13 PAGA Payment to the LWDA and PAGA Members.

14 17. “Notice” means the Notice of Class Action Settlement in a form substantially  
15 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known  
16 address, and which will provide Class Members with information regarding the Action and  
17 information regarding the Settlement of the Action.

18 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
19 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

20 19. “PAGA Notices” refers to the original and amended letters submitted by Plaintiff  
21 to the LWDA advising the LWDA of Plaintiff’s intention to seek penalties for alleged violations  
22 of the California Labor Code.

23 20. “PAGA Payment” means the amount that the Parties have agreed to allocate in  
24 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
25 2698, *et seq.*) (“PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of  
26 the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.  
27 Seventy Five Percent (75%) of this amount (\$37,500.00) will be paid to the LWDA in accordance  
28 with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$12,500.00) will be

1 distributed to PAGA Members. PAGA Members will receive payment from the employee portion  
2 of the PAGA Payment regardless of their decision to participate in the Class Action if the PAGA  
3 Payment is approved by the Court.

4 21. “PAGA Period” means the period from March 25, 2020, to July 17, 2023.

5 22. “PAGA Members” means all current and former non-exempt employees of  
6 Defendant who were employed by Defendant in the state of California at any time during the  
7 PAGA Period.

8 23. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean  
9 either Plaintiff or Defendant, individually.

10 24. “Participating Class Members” means all Class Members who do not submit valid  
11 and timely Requests for Exclusion.

12 25. “Plaintiff” means Hector Almazan.

13 26. “Preliminary Approval” means the Court order granting preliminary approval of  
14 the Settlement Agreement.

15 27. “Objection” means a Class Member’s valid and timely written objection to the  
16 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,  
17 address, telephone number, last four digits of the employees’ social security number or employee  
18 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds  
19 for the objection accompanied by legal support, if any, for such objection.

20 28. “Released Class Claims” means all claims, rights, demands, liabilities and causes  
21 of action that are alleged, or reasonably could have been alleged based on the facts and claims  
22 asserted in the operative Complaint in this Action including the following claims: (i) failure to  
23 pay all regular wages, minimum wages, overtime wages, double time wages, and failure to pay  
24 other wages of any kind during employment; (ii) failure to provide meal periods and/or pay meal  
25 period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure  
26 to reimburse or indemnify necessary business expenses; (v) failure to provide complete, accurate  
27 wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure  
28 to pay wages timely; (viii) failure to maintain accurate employment records; (ix) failure to pay all

1 accrued vacation / paid time off wages; and (x) unfair business practices that could have been  
2 premised on the claims, causes of action or legal theories of relief described above or any of the  
3 claims, causes of action or legal theories of relief pleaded in the operative Complaint.

4 29. “Released PAGA Claims” means all claims for civil penalties under the California  
5 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts  
6 alleged both in either of the PAGA Notices provided to the LWDA and in the operative Complaint  
7 for the PAGA Period.

8 30. “Released Parties” means Defendant Hathaway-Sycamores Child and Family  
9 Services and each of its former and present directors, officers, shareholders, owners, attorneys,  
10 insurers, employees, predecessors, successors, and assigns.

11 31. “Request for Exclusion” means a valid and timely written statement submitted by  
12 a Class Member requesting to be excluded from the class settlement. To be effective, the Request  
13 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last  
14 four digits of the Class Member’s Social Security number and/or the Employee ID number and  
15 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be  
16 effective, the Request for Exclusion must be post-marked by the Response Deadline and received  
17 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release  
18 of claims arising under the PAGA.

19 32. “Response Deadline” means the date sixty (60) calendar days after the Settlement  
20 Administrator mails Notice to Class Members and the last date on which Class Members may  
21 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In  
22 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be  
23 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for  
24 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)  
25 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,  
26 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline  
27 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline  
28 may also be extended by express agreement between Class Counsel and Defendant. Under no

1 circumstances, however, will the Settlement Administrator have the authority to unilaterally  
2 extend the deadline for Class Members to submit a Request for Exclusion or objection to the  
3 Settlement.

4 33. “Settlement” means the disposition of the Action pursuant to this Agreement.

5 34. “Settlement Administrator” means Apex Class Action Administration. The Parties  
6 each represent that they do not have any financial interest in the Settlement Administrator or  
7 otherwise have a relationship with the Settlement Administrator that could create a conflict of  
8 interest.

9 35. “Settlement Administration Costs” mean the costs payable from the Gross  
10 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
11 but not limited to, translating the Notice, printing, distributing, and tracking documents for this  
12 Settlement, calculating/confirming the class member Workweeks from the information contained  
13 in the Class List, calculating each Participating Class Member’s Individual Settlement Payment,  
14 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and  
15 declarations, and other duties and responsibilities set forth herein to process this Settlement, and  
16 as requested by the Parties. Settlement Administration Costs shall not exceed Fourteen Thousand  
17 Dollars (\$14,000.00).

18 36. “Settlement Class Members” shall mean all Participating Class Members as  
19 described in paragraph 59 and the PAGA Members.

20 37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Sunday and  
21 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

22 **TERMS OF AGREEMENT**

23 38. Amended Complaint: Plaintiff will file an amended complaint to add the claims,  
24 facts and theories asserted in the amended PAGA Notice sent by Plaintiff on or around September  
25 29, 2023. Defendant agrees to stipulate to the filing of this amendment to occur in advance of or  
26 in connection with the filing of Plaintiff’s Motion for Preliminary Approval.

27 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and  
28 all applicable employer-side payroll taxes following Final Approval by the Court and within

1 twenty-one (21) days of the occurrence of the Effective Date. The following will be paid out of  
2 the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class  
3 Representative Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and  
4 the Settlement Administration Costs, as specified in this Agreement. Except for any employer-  
5 side taxes due on the Individual Settlement Payments, or as a result of an increase in the number  
6 of workweeks as set forth below, Defendant shall not be required to pay more than the Gross  
7 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross  
8 Settlement Amount will revert to Defendant.

9       40.    Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount  
10 is based on Defendant’s representation that, as of April 12, 2023, the Class Members worked a  
11 total of 85,322 Workweeks during the Class Period. If the actual number of workweeks, as of  
12 April 12, 2023, is greater than 10% of this estimate, then Defendant has the option to either (1)  
13 agree to increase the Gross Settlement Amount on a proportional basis above 10% (*i.e.*, if there  
14 is an 11% increase in the number of workweeks from March 29, 2017 to April 12, 2023,  
15 Defendant agrees to increase the Gross Settlement Amount by 1%), or (2) elect to end the Class  
16 Period and PAGA Period on an earlier date in order to limit the Workweeks to 10% more than  
17 the estimate provided as of April 12, 2023, in lieu of paying any increase to the Gross Settlement  
18 Amount.

19       41.    Funding of the Gross Settlement Amount: Within twenty-one (21) calendar days  
20 of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and  
21 all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be  
22 established by the Settlement Administrator. Defendant shall provide all information necessary  
23 for the Settlement Administrator to calculate necessary payroll taxes including its official name,  
24 8-digit state unemployment insurance tax ID number, and other information requested by the  
25 Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

26       42.    Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days  
27 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
28 Individual Settlement Payments; (b) the PAGA Payment to the LWDA; (c) the Class



1 Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs; and (e) Settlement  
2 Administration Costs.

3 43. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or  
4 motion by Class Counsel for attorneys’ fees of not more than One Hundred Seventy-Five  
5 Thousand Dollars (\$175,000.00) plus the reimbursement of costs and expenses associated with  
6 the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars  
7 (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the  
8 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net  
9 Settlement Amount and distributed to Participating Class Members as provided in this  
10 Agreement.

11 44. Class Representative Enhancement Payment: Defendant agrees not to oppose or  
12 object to any application or motion by Plaintiff for Class Representative Enhancement Payment  
13 of Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative  
14 Enhancement Payment is in exchange for the Release of Additional Claims & Rights by Plaintiff  
15 (paragraph 69) and for his time, effort, and risk in bringing and prosecuting the Action. Any  
16 portion of the requested Class Representative Enhancement Payment that is not awarded to the  
17 Class Representative shall be reallocated to the Net Settlement Amount and distributed to  
18 Participating Class Members as provided in this Agreement.

19 45. Settlement Administration Costs: The Settlement Administrator will be paid for  
20 the reasonable costs of administration of the Settlement and distribution of payments from the  
21 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs  
22 shall not exceed Fourteen Thousand Dollars (\$14,000.00).

23 46. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the  
24 Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The  
25 Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Payment, or Thirty-  
26 Seven Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. Twelve-Thousand Five  
27 Hundred Dollars (\$12,500.00) will be distributed to PAGA Members on a *pro rata* basis based  
28 on the total number of Workweeks worked by each PAGA Member during the PAGA Period.

1 PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to  
2 opt-out of the Class settlement.

3 47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount  
4 will be used to satisfy the class portion of Participating Class Members' Individual Settlement  
5 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount  
6 is as follows:

7	Gross Settlement Amount	\$	500,000.00
8	Enhancement Payment:	\$	7,500.00
9	Class Counsel's Fees:	\$	175,000.00
10	Class Counsel's Costs:	\$	30,000.00
11	PAGA Payment	\$	50,000.00
12	Settlement Administration Costs:	\$	14,000.00
13	<b>Estimated Net Settlement Amount</b>	<b>\$</b>	<b>223,500.00</b>

14 48. Individual Settlement Payment Calculations: Individual Settlement Payments will  
15 be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the  
16 PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth  
17 herein:

18 a) Calculation of Class Portion of Individual Settlement Payments: The  
19 Settlement Administrator will calculate the total Workweeks for all Participating Class Members  
20 by adding the number of Workweeks worked by each Participating Class Member during the  
21 Class Period. The respective Workweeks for each Participating Class Member will be divided by  
22 the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each  
23 Participating Class Member. Each Participating Class Member's Payment Ratio will then be  
24 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated  
25 share of the Net Settlement Amount.  
26

27 b) Calculation of PAGA Portion of Individual Settlement Payments: The  
28

1 Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding  
2 the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
3 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all  
4 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
5 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
6 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this  
7 portion of their Individual Settlement Payment regardless of whether they opt out of the  
8 participation regarding the class claims.

9           c) Allocation of Individual Settlement Payments: All Individual Settlement  
10 Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement  
11 Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty  
12 Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment  
13 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The  
14 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement  
15 Administrator.

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

24           50. Settlement Administration Process: The Parties agree to cooperate in the  
25 administration of the Settlement and to make all reasonable efforts to control and minimize the  
26 costs and expenses incurred in administration of the Settlement. The Settlement Administrator  
27 will provide the following services:  
28

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Translate the Notice from English to Spanish.
- d) Print and mail the Notice in English and Spanish.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Process Requests for Exclusion, field inquiries from Class Members.
- g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment online at Settlement Administrator's website.

51. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

52. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

53. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address changes.  
2 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response  
3 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed  
4 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.  
5 If no forwarding address is provided, the Settlement Administrator will promptly attempt to  
6 determine the correct address using a skip-trace, or other search using the name, address and/or  
7 Social Security number of the Class Member involved, and will then perform a single re-mailing.  
8 If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable  
9 to a current employee, then Defendant shall make all reasonable efforts to obtain the current  
10 address from the Class Member and provide the same within seven (7) calendar days of notice  
11 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,  
12 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)  
13 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an objection, or  
14 Workweek Dispute to the Settlement.

15 54. Notice: All Class Members will be mailed a Notice in English and Spanish. Each  
16 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the  
17 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each  
18 respective Class Member worked for Defendant during the Settlement Class Period; (e) each  
19 Class Member's estimated Individual Settlement Payment and the formula for calculating  
20 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines  
21 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,  
22 or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the  
23 final approval hearing.

24 55. Disputed Information on Notice: Class Members will have an opportunity to  
25 dispute the information provided in their Notice. To the extent Class Members dispute the number  
26 of Workweeks with which they have been credited or the amount of their Individual Settlement  
27 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
28 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's

1 records will be presumed determinative. However, if a Class Member produces evidence to the  
2 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
3 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
4 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
5 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

6       56.     Defective Submissions: If a Class Member's Request for Exclusion is defective as  
7 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
8 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
9 business days of receiving the defective submission to advise the Class Member that his or her  
10 submission is defective and that the defect must be cured to render the Request for Exclusion  
11 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)  
12 calendar days from the date of the cure letter, whichever date is later, to postmark a revised  
13 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,  
14 then the Settlement Administrator will have no further obligation to give notice of a need to cure.  
15 If the revised Request for Exclusion is not postmarked within that period, it will be deemed  
16 untimely.

17       57.     Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
18 Class settlement must sign and postmark a written Request for Exclusion to the Settlement  
19 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class  
20 Member's name, address, telephone number, and the last four digits of the Class Member's Social  
21 Security number and/or the Employee ID number and (b) a clear statement requesting to be  
22 excluded from the settlement of the class claims. The date of the postmark on the return mailing  
23 envelope receipt confirmation will be the exclusive means to determine whether a Request for  
24 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the  
25 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the  
26 Requests for Exclusion that were timely submitted. All Class Members who do not request  
27 exclusion from the Action will be bound by all terms of the Settlement Agreement if the  
28 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective

1 as to the release of claims arising under the Private Attorneys General Act.

2 58. Defendant's Right to Rescind: If Five Percent (5%) or more of the Class Members  
3 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at  
4 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be  
5 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising  
6 this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar  
7 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant  
8 exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement  
9 Administration Costs incurred to the date of rescission.

10 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
11 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
12 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound  
13 by all of its terms, including those pertaining to the Released Class Claims, as well as any  
14 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class  
15 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The  
16 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel  
17 for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

18 60. Objection Procedures: To object to the Settlement, a Participating Class Member  
19 must postmark a valid Objection to the Settlement Administrator on or before the Response  
20 Deadline. The Objection must be signed by the Participating Class Member and contain all  
21 information required by this Settlement Agreement including the employees full name, address,  
22 telephone number, the last four digits of their social security number and/or Employee ID number,  
23 the name of the case and case number, and the specific reason including any legal grounds for the  
24 Participating Class Member's objection. The postmark date will be deemed the exclusive means  
25 for determining that the Notice of Objection is timely. Participating Class Members who fail to  
26 object in the manner specified above will be foreclosed from making a written objection, but shall  
27 still have a right to appear at the Final Approval Hearing in order to have their objections heard  
28 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise

1 encourage Participating Class Members to submit written objections to the Settlement or appeal  
2 from the Order and Judgment. Class Counsel will not represent any Class Members with respect  
3 to any objections to this Settlement.

4 61. Certification Reports Regarding Individual Settlement Payment Calculations: The  
5 Settlement Administrator will provide Defendant’s Counsel and Class Counsel a weekly report  
6 which certifies: (a) the number of Class Members who have submitted valid Requests for  
7 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member  
8 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
9 Administrator will provide to Counsel for both Parties any updated reports regarding the  
10 administration of the Settlement Agreement as needed or requested.

11 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
12 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
13 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
14 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the  
15 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of  
16 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*  
17 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash  
18 their checks until such time that they claim their property. The Parties agree that this disposition  
19 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net  
20 Settlement Amount will be paid out to Participating Class Members and PAGA Members,  
21 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,  
22 Defendant will not be required to pay any interest on such amounts. The Individual Settlement  
23 Payments provided to Participating Class Members and to PAGA Members shall prominently  
24 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty  
25 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual  
26 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for  
27 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds  
28 will result from the Settlement.



1           63.    Administration of Taxes by the Settlement Administrator: The Settlement  
2 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class  
3 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid  
4 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding  
5 all payroll taxes and penalties to the appropriate government authorities.

6           64.    Tax Liability: Defendant makes no representation as to the tax treatment or legal  
7 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are  
8 not relying on any statement, representation, or calculation by Defendant or by the Settlement  
9 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
10 they will be solely responsible for the payment of any taxes and penalties assessed on the  
11 payments described herein. Defendant's share of any employer payroll taxes and other required  
12 employer withholdings due on the Individual Settlement Payments, including, but not limited to,  
13 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross  
14 Settlement Amount.

15           65.    Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this  
16 section, the "acknowledging party" and each Party to this Agreement other than the  
17 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this  
18 Agreement, and no written communication or disclosure between or among the Parties or their  
19 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
20 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United  
21 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging  
22 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for  
23 advice (including tax advice) in connection with this Agreement, (b) has not entered into this  
24 Agreement based upon the recommendation of any other Party or any attorney or advisor to any  
25 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney  
26 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging  
27 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects  
28 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such

1 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or  
2 tax structure of any transaction, including any transaction contemplated by this Agreement.

3 66. No Prior Assignments: The Parties and their Counsel represent, covenant, and  
4 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
5 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
6 action, cause of action or right herein released and discharged.

7 67. Release by Participating Class Members: Upon the complete funding of the Gross  
8 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating  
9 Class Members shall fully and finally release and discharge the Released Parties from the  
10 Released Class Claims that arose during the Class Period. This release shall be binding on all  
11 Participating Class Members.

12 68. Release by the State of California and LWDA: As of the date on which Defendant  
13 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released  
14 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based  
15 on the facts alleged in the PAGA Notices provided to the LWDA and in the Operative Complaint.  
16 A copy of this Agreement will be provided to the LWDA concurrently with submission of the  
17 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee  
18 portion of the PAGA Payments and will be deemed to have released any claims arising out of  
19 PAGA, regardless of whether they opt-out from the release of their Class claims.

20 69. Release of Additional Claims & Rights by Plaintiff: The Settlement of this Action  
21 does not include, settle, or absolve Defendant with respect to Plaintiff's single plaintiff claims of  
22 which Defendant has been put on notice of on or about February 1, 2023, which includes: (i)  
23 Discrimination in Violation of the California Fair Employment and Housing Act ("FEHA"); (ii)  
24 Failure to Accommodate and Failure to Engage in an Interactive Process in Violation of FEHA  
25 in violation of Government Code § 12940(m)-(p), 2 California Code of Regulations § 12926(p),  
26 2 California Code of Regulations § 11068(c), and California Government Code 2 California Code  
27 of Regulations § 12940(n); (iii) Retaliation in Violation of the FEHA, California Government  
28 Code § 12940(m)(2), California Government Code § 12940(1)(4); and (iv) Retaliation in

1 Violation of California Labor Code Section 1102.5 (the “Single Plaintiff Action”). The Settlement  
2 of this Action, including the Released Class Claims and Release of PAGA Claims, shall have no  
3 impact on Plaintiff’s right to assert claims or pursue remedies or damages, including loss of wages  
4 or earnings and for emotional distress and psychological injury, in the Single Plaintiff Action,  
5 except to the extent Plaintiff releases wage and representative claims in accordance with the  
6 Released Class Claims and Release of PAGA Claims.

7 70. Neutral Employment Reference: Defendant agrees that that it will adopt a neutral  
8 reporting policy regarding any future employment references related to Plaintiff. In the event that  
9 any potential or future employers of Plaintiff request a reference regarding Defendant’s  
10 employment of Plaintiff, Defendant shall only provide Plaintiff’s dates of employment and job  
11 titles during employment. Defendant shall not refer to the Action or this Settlement.

12 71. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
13 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
14 material term of this Settlement Agreement; or (c) the Settlement does not become final as written  
15 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
16 documents generated to bring it into effect, will be null and void, all amounts deposited into the  
17 QSF will be returned to Defendant, and the Parties shall be returned to their original respective  
18 positions. Any order or judgment entered by the Court in furtherance of this Settlement  
19 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve  
20 this Settlement for any reason, the Parties agree that they will return to and attend mediation with  
21 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

22 72. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
23 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
24 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
25 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for  
26 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
27 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
28 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the

1 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it  
2 will not oppose Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully and  
3 completely approve the Agreement as to the Action will result in this Settlement Agreement  
4 entered into by the Parties, and all obligations under this Settlement Agreement being nullified  
5 and voided.

6 73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
7 deadlines to postmark Requests for Exclusion, objections to the Settlement Agreement, or  
8 Workweek Disputes, and with the Court's permission, a Final Approval/Settlement Fairness  
9 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along  
10 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys'  
11 Fees and Costs; (c) the Class Representative Enhancement Payment; and (d) the Settlement  
12 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to  
13 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement  
14 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any  
15 of the Action which has the effect of modifying material terms of this Agreement or preventing  
16 the full and complete approval of the Settlement Agreement as written and agreed to by the  
17 Parties, will result in this Agreement and all obligations under this Agreement being null and  
18 void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided  
19 Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

20 74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
21 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
22 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
23 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms  
24 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as  
25 may be appropriate under court rules or as set forth in this Settlement.

26 75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
27 set forth in any attached Exhibits, which are incorporated by this reference as though fully set  
28 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

1           76.    Entire Agreement: This Settlement Agreement and any attached Exhibits  
2 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written  
3 or oral agreements may be deemed binding on the Parties.

4           77.    Amendment or Modification: Subject to the Court's approval, this Settlement  
5 Agreement may be amended or modified only by a written instrument signed by counsel for all  
6 Parties or their successors-in-interest.

7           78.    Binding on Successors and Assigns: This Settlement Agreement will be binding  
8 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
9 defined.

10          79.    California Law Governs: All terms of this Settlement Agreement and Exhibits  
11 hereto will be governed by and interpreted according to the laws of the State of California.

12          80.    Execution and Counterparts: This Settlement Agreement is subject only to the  
13 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
14 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
15 of the signature page, will be deemed to be one and the same instrument provided that counsel  
16 for the Parties will exchange among themselves original signed counterparts.

17          81.    Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
18 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
19 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
20 litigation, taking into account all relevant factors, present and potential. The Parties further  
21 acknowledge that they are each represented by competent counsel and that they have had an  
22 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
23 Settlement.

24          82.    Invalidity of Any Provision: Before declaring any provision of this Agreement  
25 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
26 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
27 enforceable.

28          83.    Waiver of Certain Appeals: Upon final approval of the settlement, the Parties agree

1 to waive and/or dismiss any appeals, and to stipulate to class certification for purposes of this  
2 Settlement only; except, however, that either party may appeal any court order that materially  
3 alters the Settlement Agreement's terms. Should the Court of Appeal in the Appeal set a briefing  
4 schedule, during the settlement process, the parties will advise the Court of Appeal of the pending  
5 settlement and ask that the Court hold the parties' briefing obligation in abeyance pending final  
6 approval of the settlement, or take similar appropriate action.

7 84. Class Action Certification for Settlement Purposes Only: The Parties agree to  
8 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
9 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
10 that certification for purposes of the Settlement is not an admission that class action certification  
11 is proper under the standards applied to contested certification motions and that this Agreement  
12 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
13 should be certified, (b) Defendant is liable to Plaintiff or any Class Member, other than according  
14 to the Settlement's terms, or (c) that any agreement to arbitrate Defendant contends Plaintiff or  
15 any Class Member entered into is invalid or unenforceable for any reason, including waiver.

16 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
17 dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
18 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
19 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
20 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached  
21 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
22 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
23 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed  
24 as an admission or concession by Defendant of any such violations or failures to comply with any  
25 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
26 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
27 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
28 existence of any condition constituting a violation of, or a non-compliance with, federal, state,

1 local or other applicable law.

2 86. Captions: The captions and section numbers in this Agreement are inserted for the  
3 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
4 provisions of this Agreement.

5 87. Waiver: No waiver of any condition or covenant contained in this Settlement  
6 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
7 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
8 right or remedy.

9 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,  
10 such disputes shall be submitted to the Hon. Daniel Buckley (Ret.) for consultation.

11 89. Enforcement Action: In the event that one or more of the Parties institutes any  
12 legal action or other proceeding against any other Party or Parties to enforce the provisions of this  
13 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
14 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
15 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16 90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
17 and conditions of this Agreement. Accordingly, this Agreement will not be construed more  
18 strictly against one Party than another merely by virtue of the fact that it may have been prepared  
19 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
20 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

21 91. Representation By Counsel: The Parties acknowledge that they have been  
22 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
23 and that this Agreement has been executed with the consent and advice of counsel and reviewed  
24 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
25 Agreement.

26 92. All Terms Subject to Final Court Approval: All amounts and procedures described  
27 in this Settlement Agreement herein will be subject to final Court approval.

28 93. Cooperation and Execution of Necessary Documents: The Parties agree to

1 cooperate to promote participation in the Settlement, and in seeking court approval of the  
2 Settlement. The Parties and their Counsel agree not to take any action to encourage any Class  
3 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or  
4 *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and  
5 will work in good faith to reach an agreement approved by the Court. Defendant further agrees  
6 that it will not oppose Plaintiff's motion for preliminary approval or motion for final approval.

7 94. Confidentiality: The Parties and their counsel agree to keep the terms of the  
8 Settlement confidential until the filing of Plaintiff's motion for preliminary approval except to (1)  
9 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this  
10 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report  
11 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in  
12 response to an inquiry or subpoena issued by a state or federal government agency.

13 95. Binding Agreement: The Parties warrant that they understand and have full  
14 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
15 fully enforceable and binding on all Parties and agree that it will be admissible and subject to  
16 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
17 provisions that otherwise might apply under federal or state law.

18  
19  
20 DATED: 12/8/2023

DocuSigned by:  
  
1FBA348FD3A4478...  
Plaintiff Hector Almazan

21  
22  
23 DATED: Dec 12, 2023

Harriet Boyd  
Harriet Boyd (Dec 12, 2023 19:10 PST)  
Defendant Hathaway-Sycamores Child and Family  
Services

Name: Harriet Boyd

Title: Chief Finance Officer



1 **Approved as to Form:**

2 **PROTECTION LAW GROUP, LLP**

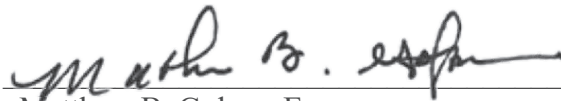
3  
4  
5 DATED: December 8, 2023



Heather Davis  
*Attorneys for Plaintiff*

6  
7  
8 **BALLARD ROSENBERG GOLPER & SAVITT, LLP**

9  
10 DATED: Dec. 12, 2023



Matthew B. Golper, Esq.  
*Attorneys for Defendant*