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25 Attorneys for Plaintiff CARMANEISHA LEWIS

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **IN AND FOR THE COUNTY OF ALAMEDA**

28 CARMANEISHA LEWIS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

OMELAGAH, INC., a California Corporation;
and DOES 1-100, Inclusive,

Defendants.

Case No. 23CV044580

[Complaint Filed: September 20, 2023]

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

1 This Stipulation of Settlement of Class Action Claims and Release of Claims is entered into
2 by and between Plaintiff Carmaneisha Lewis (hereinafter “Plaintiff”), an individual, on behalf of
3 herself, and on behalf of all persons similarly situated and Defendant Omelagah, Inc., a California
4 corporation (“Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” means the putative class action lawsuit designated *Lewis v. Omelagah, Inc.*,
7 Alameda County Superior Court, Case No. 23CV044580, filed September 20, 2023.
- 8 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
9 Class Action Claims and Release of Claims.
- 10 C. “Class” or the “Class Members” means all current and former hourly-paid or non-
11 exempt employees who were employed by Defendant and performed work in
12 California during the Class Period.
- 13 D. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani
14 O. Zakay, Esq. of Zakay Law Group, APLC, and Edwin Aiwazian, Esq. of Lawyers
15 for Justice, PC.
- 16 E. “Class Counsel Award” means the award of fees and expenses that the Court
17 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
18 and the Class Members in the Action, consisting of attorneys’ fees not to exceed one-
19 third of the Gross Settlement Amount, currently estimated to be \$114,333.33 out of
20 \$343,000.00, plus costs of up to \$25,000.00. Attorneys’ fees will be divided between
21 Class Counsel in the following percentages (32.5% to JCL Law Firm, APC, 32.5%
22 to Zakay Law Group, APLC, and 35% to Lawyers for Justice, PC).
- 23 F. “Class Data” means information regarding Class Members that Defendant will in
24 good faith compile from its records and provide to the Settlement Administrator. It
25 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
26 Member’s full name; last known address; Social Security Number; start dates and end
27 dates of employment. The data provided to the Settlement Administrator will remain
28 confidential and will not be disclosed to anyone, except as required by applicable tax

1 authorities, pursuant to the express written consent of Defendant, to enforce the terms
2 of this Agreement, or by order of the Court. The data provided under this Section shall
3 be used only for the purpose of administering this Settlement. All Class Members'
4 names and postal mail addresses shall be protected as private and confidential and not
5 used for purposes other than the providing of the Class Notice and administration of
6 this Settlement.

7 G. "Class Period" means the period beginning September 20, 2019, through June 27,
8 2024.

9 H. "Class Representative" means plaintiff Carmaneisha Lewis.

10 I. "Court" means the Superior Court for the State of California, County of Alameda
11 currently presiding over the Action.

12 J. "Defendant" means Omelagah, Inc.

13 K. "Effective Date" means the first date upon which all of the following events have
14 occurred:

- 15 1. this Agreement has been executed by all Parties and by Class Counsel and
16 Defense Counsel;
- 17 2. the Court has preliminarily approved the Settlement;
- 18 3. notice has been properly given to Class Members, providing them an
19 opportunity to opt out of the Class and Settlement as described in this
20 Agreement;
- 21 4. the Court has held a Final Fairness and Approval Hearing and entered the
22 Final Order and Judgment approving the Settlement; and,
- 23 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
24 Judgment, if no motions for reconsideration and no appeals or other efforts to
25 obtain review have been filed; or (b) in the event that a motion for
26 reconsideration, an appeal or other effort to obtain review of the Final Order
27 and Judgment, the date sixty (60) days after such reconsideration, appeal or
28 review has been finally concluded. In this regard, it is the intention of the

1 Parties that the Effective Date of Settlement shall not be a date before the
2 Court's order approving the Settlement has become completely final, and
3 there is no timely recourse by any person who seeks to object to or otherwise
4 contest the Settlement.

5 L. "Funding Date" means the date by which Defendant has paid the entire Gross
6 Settlement Amount to the Settlement Administrator in accord with the terms of this
7 Agreement. Defendant will pay the Gross Settlement Amount in two (2) separate
8 installments. First, Defendant will pay \$256,000.00 plus employer-side payroll taxes
9 by the later of either July 17, 2025 or within sixty (60) calendar days following the
10 Court's Final Approval Order ("First Installment"). Second, Defendant will pay
11 \$87,000.00 by January 17, 2026 ("Second Installment").

12 M. "Gross Settlement Amount" means Three Hundred Forty-Three Thousand Dollars
13 and Zero Cents (\$343,000.00) that Defendant must pay into the QSF in connection
14 with this Settlement, inclusive of the sum of Settlement Administration Costs, Class
15 Counsel Award, and the Service Award. The Gross Settlement Amount is all-in with
16 no reversion and *exclusive* of the employer's share of payroll tax, if any, triggered by
17 any payment under this Settlement.

18 N. "Individual Settlement Payments" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member.

20 O. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
21 Counsel Award, Service Award, and Settlement Administration Costs.

22 P. "Notice Packet" means the Class Notice to be provided to the Class Members by the
23 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
24 than formatting changes to facilitate printing by the Settlement Administrator).

25 Q. "Operative Complaint" means the Complaint filed by Plaintiff on September 20,
26 2023, in the Alameda Superior Court.

27 R. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
28 Plaintiff or Defendant, individually.

- 1 S. "Payment Ratio" means the respective Workweeks for each Class Member divided
2 by the total Workweeks for all Class Members.
- 3 T. "Plaintiff" means Carmaneisha Lewis.
- 4 U. "QSF" means the Qualified Settlement Fund established, designated, and maintained
5 by the Settlement Administrator to fund the Gross Settlement Amount.
- 6 V. "Released Class Claims" means all class claims alleged, or reasonably could have
7 been alleged based on the facts alleged, in the Operative Complaint in the Action
8 which occurred during the Class Period, including claims for unpaid wages (including
9 without limitation claims for minimum wage, regular wages, overtime, final wages,
10 calculation of the correct overtime or regular rate, and meal period and rest period
11 premiums), expense reimbursements, interest, and penalties. Released Class Claims
12 expressly excluding all other claims, including claims for vested benefits, wrongful
13 termination, unemployment insurance, disability, social security, workers'
14 compensation, and class claims outside of the Class Period.
- 15 W. "Released Parties" means Defendant and its shareholders, owners, officers, directors,
16 agents, representatives, principals, managers, successors, and/or assigns.
- 17 X. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
18 Administrator mails Notice Packets to Class Members and the last date on which
19 Class Members may submit requests for exclusion or objections to the Settlement.
20 Neither side shall encourage any Class Member to opt out.
- 21 Y. "Service Award" means an award in the amount of \$10,000 or in an amount that the
22 Court authorizes to be paid to the Class Representative, in addition to her Individual
23 Settlement Payment, in recognition of her efforts and risks in assisting with the
24 prosecution of the Action.
- 25 Z. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 26 AA. "Settlement Administration Costs" shall mean the amount paid to the Settlement
27 Administrator from the Gross Settlement Amount for administering the Settlement
28 pursuant to this Agreement currently estimated not to exceed \$6,990.00.

1 BB. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
2 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
3 Administrator establishes, designates, and maintains, as a QSF under Internal
4 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
5 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
6 the claims of Settlement Class Members. The Settlement Administrator shall maintain
7 the funds until distribution in an account(s) segregated from the assets of Defendant
8 and any person related to Defendant. *All accrued interest shall be paid and*
9 *distributed to the Settlement Class Members as part of their respective Individual*
10 *Settlement Payment.*

11 CC. "Settlement Class Members" or "Settlement Class" means all Class Members who
12 have not submitted a timely and valid request for exclusion as provided in this
13 Agreement.

14 DD. "Workweeks," for purposes of calculating the distribution of the Net Settlement
15 Amount, means the number of weeks of employment during the Class Period that
16 each Class Member was employed by Defendant in California.

17 **II. RECITALS**

18 A. On September 20, 2023, Plaintiff filed a Class Action complaint in the Alameda
19 Superior Court, Case No. 23CV044580 (the "Action"), alleging claims for:

- 20 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 21 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
22 Premiums);
- 23 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 24 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
25 Minimum Wages);
- 26 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
27 Paid);

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1 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
2 Employment);

3 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
4 Statements);

5 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
6 Payroll Records);

7 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
8 Business Expenses); and

9 10. Violation of California Business & Professions Code §§ 17200, *et seq.*

10 B. The Class Representative believes she has claims based on alleged violations of the
11 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
12 that class certification is appropriate because the prerequisites for class certification
13 can be satisfied in the Action.

14 C. Defendant denies any liability or wrongdoing of any kind associated with the claims
15 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
16 Representative, alleged in the Operative Complaint, and further contends that, for any
17 purpose other than settlement, the Action is not appropriate for class or representative
18 action treatment. Defendant contends, among other things, that at all times it complied
19 with the California Labor Code and the Industrial Welfare Commission Wage Orders.

20 D. The Class Representative is represented by Class Counsel. Class Counsel investigated
21 the facts relevant to the Action, including conducting an independent investigation as
22 to the allegations, reviewing documents and information exchanged through informal
23 discovery, and reviewing documents and information provided by Defendant
24 pursuant to informal requests for information to prepare for mediation. Defendant
25 produced for the purpose of settlement negotiations certain employment data
26 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
27 of an expert. Based on their own independent investigation and evaluation, Class
28 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and

1 adequate, and is in the best interest of the Class considering all known facts and
2 circumstances, including the risks of significant delay, defenses asserted by
3 Defendant, uncertainties regarding class certification, and numerous potential
4 appellate issues. Although it denies any liability, Defendant agrees to this Settlement
5 solely to avoid the inconveniences and cost of further litigation. The Parties and their
6 counsel have agreed to settle the claims on the terms set forth in this Agreement.

7 E. On May 15, 2024, the Parties participated in mediation presided over by Hon. Brian
8 Walsh (Ret.), a retired judge and experienced mediator of wage and hour class actions.
9 The mediation concluded with a settlement, which was subsequently memorialized in
10 the form of a Memorandum of Understanding.

11 F. This Agreement replaces and supersedes the Memorandum of Understanding and any
12 other agreements, understandings, or representations between the Parties. This
13 Agreement represents a compromise and settlement of highly disputed claims.
14 Nothing in this Agreement is intended or will be construed as an admission by
15 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
16 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
17 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
18 have merit.

19 G. The Parties believe that the Settlement is fair, reasonable, and adequate. The
20 Settlement was arrived at through arm's-length negotiations, considering all relevant
21 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
22 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
23 settle, compromise and discharge all disputes and claims arising from or relating to
24 the Action fully, finally, and forever.

25 H. The Parties agree to certification of the Class for purposes of this Settlement only. If
26 for any reason the settlement does not become effective, Defendant reserves the right
27 to contest certification of any class for any reason and reserve all available defenses
28 to the claims in the Action. The Settlement, this Agreement, and the Parties'

1 willingness to settle the Action will have no bearing on and will not be admissible in
2 connection with any litigation.

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

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendant.

6 1. Settlement Consideration. In full and complete settlement of the Action, and
7 in exchange for the releases set forth below, Defendant will pay the sum of
8 the Individual Settlement Payments, the Service Award, the Class Counsel
9 Award, and the Settlement Administration Costs, as specified in this
10 Agreement, equal to the Gross Settlement Amount of Three Hundred Forty-
11 Three Thousand Dollars and Zero Cents (\$343,000.00). The Parties agree that
12 this is a non-reversionary Settlement and that no portion of the Gross
13 Settlement Amount shall revert to Defendant. Other than the Defendant's
14 share of employer payroll taxes and as provided in Section III.A.4 below,
15 Defendant shall not be required to pay more than the Gross Settlement
16 Amount.

17 2. Class Size. At the time of mediation, Defendant estimated that there are
18 approximately 361 Class Members who worked approximately 27,547
19 Workweeks during the Class Period. The Parties acknowledge and agree that
20 this data (and other information provided by Defendant for purposes of
21 mediation) was relied on to extrapolate and reach an arms-length negotiation
22 of Plaintiff's claims in the Action through the Class Period. Should the number
23 of workweeks increase by more than 5% of what was represented at the
24 mediation during the Class Period, the Gross Settlement Amount will increase
25 proportionally for the number of workweeks over 105% of 27,547 (For
26 example, if the total workweeks in the Class Period are 115% of 27,547, the
27 Gross Settlement Amount shall increase by 10%.) Defendant will provide a
28 declaration under penalty of perjury confirming the number of applicable

1 Class Members and workweeks they worked during the applicable Class
2 Period one week prior to Plaintiff's deadline to file his motion for preliminary
3 approval of the settlement.

4 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
5 into the QSF, through the Settlement Administrator on or before the Funding
6 Date, as described in the terms of this Settlement Agreement. Any interest
7 accrued will be added to the NSA and distributed to the Settlement Class
8 Members except that if final approval is reversed on appeal, then Defendant
9 is entitled to prompt return of the principal and all interest accrued.

10 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
11 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
12 together with the First Installment of the Gross Settlement Amount in
13 accordance with the terms of the Settlement.

14 B. Release by Settlement Class Members. As of the funding of the Second Installment
15 and full payment of the Gross Settlement Amount by Defendant, in exchange for the
16 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
17 release the Released Parties from the Released Class Claims for the Class Period.

18 C. General Release by Plaintiff. As of the funding of the Second Installment and full
19 payment of the Gross Settlement Amount by Defendant, Plaintiff waives, releases,
20 acquits and forever discharges the Released Parties from any and all claims, whether
21 known or unknown, which exist or may exist on either Plaintiff's behalf as of the date
22 of this Agreement, including but not limited to any and all tort claims, contract claims,
23 wage claims, wrongful termination claims, disability claims, benefit claims, public
24 policy claims, retaliation claims, statutory claims, personal injury claims, emotional
25 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
26 meruit claims, and any and all claims arising under any federal, state or other
27 governmental statute, law, regulation or ordinance, including, but not limited to claims
28 for violation of the Fair Labor Standards Act, the California Labor Code, the Wage

1 Orders of California's Industrial Welfare Commission, other state wage and hour laws,
2 the Americans with Disabilities Act, the Age Discrimination in Employment Act
3 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights
4 Act of 1964, the California Fair Employment and Housing Act, the California Family
5 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
6 California Business & Professions Code Section 17200 et seq., and any and all claims
7 arising under any federal, state or other governmental statute, law, regulation or
8 ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits
9 that she may have under California Civil Code § 1542, which provides as follows:

10
11 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
12 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
13 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
14 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
15 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
16 ***OR RELEASED PARTY.***

17
18 Thus, notwithstanding the provisions of section 1542, and to implement a full and
19 complete release and discharge of the Released Parties, Plaintiff expressly
20 acknowledges this Settlement Agreement is intended to include in its effect, without
21 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
22 the time of signing this Settlement Agreement, and that this Settlement Agreement
23 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
24 has read this Settlement Agreement, including this waiver of California Civil Code
25 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
26 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
27 about the waiver of section 1542, and that Plaintiff understands this Settlement
28 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters

1 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
2 discover facts different from or in addition to those Plaintiff now knows or believes to
3 be true regarding the matters released or described in this Settlement Agreement, and
4 even so Plaintiff agrees that the releases and agreements contained in this Settlement
5 Agreement shall remain effective in all respects notwithstanding any later discovery
6 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
7 mistake in connection with the true facts involved in the matters, disputes, or
8 controversies released or described in this Settlement Agreement or with regard to any
9 facts now unknown to Plaintiff relating thereto.

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

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

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

- 27 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
28 and shall not be admissible in any judicial, administrative, or arbitral

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proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

F. In the event that Defendant fails to fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

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

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members are not relying on any statement or representation by the Parties in this regard. Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments.

1 I. 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 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
20 preliminary approval within a reasonable time of execution of this Agreement, or
21 within the statutory timeframe as determined by the Court’s setting of the preliminary
22 approval hearing, which shall include this Settlement Agreement. Plaintiff will provide
23 Defendant with a draft of the Motion at least 3 business days prior to the filing of the
24 Motion to give Defendant an opportunity to propose changes or additions to the
25 Motion.

26 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
27 establishing and administering the QSF; calculating, processing and mailing payments
28 to the Class Representative, Class Counsel, LWDA and Class Members; printing and

1 mailing the Notice Packets to the Class Members as directed by the Court; receiving
2 and reporting the objections and requests for exclusion; calculating, deducting and
3 remitting all legally required taxes from Individual Settlement Payments and
4 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
5 Portion of the Individual Settlement Payments; processing and mailing tax payments
6 to the appropriate state and federal taxing authorities; providing declaration(s) as
7 necessary in support of preliminary and/or final approval of this Settlement; and other
8 tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
9 perform. The Settlement Administrator shall keep the Parties timely apprised of the
10 performance of all Settlement Administrator responsibilities by among other things,
11 sending a weekly status report to the Parties' counsel stating the date of the mailing,
12 the of number of opt outs from the Settlement it receives (including the numbers of
13 valid and deficient), and number of objections received.

14 L. Notice Procedure.

- 15 1. Class Data. No later than ten (10) days after the Preliminary Approval Date,
16 Defendant shall provide the Settlement Administrator with the Class Data for
17 purposes of preparing and mailing Notice Packets to the Class Members.
- 18 2. Notice Packets.
 - 19 a) The Notice Packet shall contain the Notice of Class Action Settlement
20 in a form substantially similar to the form attached as **Exhibit A.** The
21 Notice of Class Action Settlement shall inform Class Members that
22 they need not do anything in order to receive an Individual Settlement
23 Payment and to keep the Settlement Administrator apprised of their
24 current mailing address, to which the Individual Settlement Payments
25 will be mailed following the Funding Date. The Notice of Class
26 Action Settlement shall set forth the release to be given by all members
27 of the Class who do not request to be excluded from the Settlement
28 Class, the number of Workweeks worked by each Class Member

1 during the Class Period, and the estimated amount of their Individual
2 Settlement Payment if they do not request to be excluded from the
3 Settlement. The Settlement Administrator shall use the Class Data to
4 determine Class Members' Workweeks.

5 b) The Notice Packet's mailing envelope shall include the following
6 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
7 ENTITLED TO PARTICIPATE IN A CLASS ACTION
8 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
9 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
10 NOTICE."

11 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
12 Settlement Administrator will perform a search based on the National Change
13 of Address Database to update and correct any known or identifiable address
14 changes. No later than twenty-one (21) calendar days after preliminary
15 approval of the Settlement, the Settlement Administrator shall mail copies of
16 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
17 electronic mail. The Settlement Administrator shall exercise its best judgment
18 to determine the current mailing address for each Class Member. The address
19 identified by the Settlement Administrator as the current mailing address shall
20 be presumed to be the best mailing address for each Class Member.

21 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
22 Administrator as non-delivered on or before the Response Deadline shall be
23 re-mailed to any forwarding address provided within seven (7) days of
24 receiving the returned notice. If no forwarding address is provided, the
25 Settlement Administrator shall promptly attempt to determine a correct
26 address by lawful use of skip-tracing, or other search using the name, address
27 and/or Social Security number of the Class Member involved, and shall then
28 perform a re-mailing, if another mailing address is identified by the Settlement

1 Administrator. In addition, if any Notice Packets, which are addressed to Class
2 Members who are currently employed by Defendant, are returned to the
3 Settlement Administrator as non-delivered and no forwarding address is
4 provided, the Settlement Administrator shall notify Defendant. Defendant will
5 request that the currently employed Class Member provide a corrected address
6 and transmit to the Settlement Administrator any corrected address provided
7 by the Class Member. Class Members who received a re-mailed Notice
8 Packet shall have their Response Deadline extended fifteen (15) days from the
9 original Response Deadline.

10 5. Disputes Regarding Individual Settlement Payments. Class Members will
11 have the opportunity, should they disagree with Defendant's records regarding
12 the start and end dates of employment, to provide documentation and/or an
13 explanation to show contrary dates. If there is a dispute, the Settlement
14 Administrator will consult with the Parties to determine whether an
15 adjustment is warranted. The Settlement Administrator shall determine the
16 eligibility for, and the amounts of, any Individual Settlement Payments under
17 the terms of this Agreement. The Settlement Administrator's determination
18 of the eligibility for and amount of any Individual Settlement Payment shall
19 be binding upon the Class Member and the Parties.

20 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
21 by the Settlement Administrator concerning the administration of the
22 Settlement will be resolved by the Court under the laws of the State of
23 California. Before any such involvement of the Court, counsel for the Parties
24 will confer in good faith to resolve the disputes without the necessity of
25 involving the Court.

26 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
27 Packet shall state that Class Members who wish to exclude themselves from
28 the Settlement must submit a written request for exclusion to the Settlement

1 Administrator by the Response Deadline. The written request for exclusion
2 must state that the Class Member wishes to exclude himself or herself from
3 the Settlement and (1) must contain the name, address, and the last four digits
4 of the Social Security number of the person requesting exclusion; (2) must be
5 signed by the Class Member; (3) must be postmarked or fax stamped by the
6 Response Deadline and returned to the Settlement Administrator at the
7 specified address or fax telephone number; and (4) contain a typewritten or
8 handwritten notice stating in substance that he or she wishes to be excluded
9 from the settlement of the class action lawsuit entitled *Lewis v. Omelagah,*
10 *Inc.*, currently pending in Superior Court of Alameda, Case No. 23CV044580.
11 The request for exclusion will not be valid if it is not timely submitted, if it is
12 not signed by the Class Member, or if it does not contain the name and address
13 and last four digits of the Social Security number of the Class Member. The
14 date of the postmark on the mailing envelope or fax date and time stamp on
15 the request for exclusion shall be the exclusive means used to determine
16 whether the request for exclusion was timely submitted. Any Class Member
17 who submits a timely request for exclusion shall be excluded from the
18 Settlement Class will not be entitled to an Individual Settlement Payment and
19 will not be otherwise bound by the terms of the Settlement or have any right
20 to object, appeal or comment thereon. Settlement Class Members who fail to
21 submit a valid and timely request for exclusion on or before the Response
22 Deadline shall be bound by all terms of the Settlement and any final judgment
23 entered in this Action if the Settlement is approved by the Court. No later than
24 twenty-one (21) calendar days after the Response Deadline, the Settlement
25 Administrator shall provide counsel for the Parties with a final list of the Class
26 Members who have timely submitted timely requests for exclusion (the “Opt-
27 Out List”). At no time shall any of the Parties or their counsel seek to solicit
28 or otherwise encourage members of the Class to submit requests for exclusion

1 from the Settlement. Defendant shall also have the right to withdraw from the
2 settlement if the number of Class Members who opt out equals or exceeds
3 10% of Class Members. If Defendant chooses, in its sole and absolute
4 discretion, to exercise this right, it must do so within fourteen (14) days of
5 receipt of the Settlement Administrator's final Opt-Out List.

6 8. Objections. The Notice of Class Action Settlement contained in the Notice
7 Packet shall state that Class Members who wish to object to the Settlement
8 may submit to the Settlement Administrator a written statement of objection
9 ("Notice of Objection") by the Response Deadline. The postmark date of
10 mailing shall be deemed the exclusive means for determining that a Notice of
11 Objection was served timely. The Notice of Objection, if in writing, must be
12 signed by the Settlement Class Member and state: (1) the case name and
13 number; (2) the name of the Settlement Class Member; (3) the address of the
14 Settlement Class Member; (4) the last four digits of the Settlement Class
15 Member's Social Security number; (5) the basis for the objection; and (6) if
16 the Settlement Class Member intends to appear at the Final
17 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
18 to make objections in writing in the manner specified above may still make
19 their objections orally at the Final Approval/Settlement Fairness Hearing with
20 the Court's permission. Settlement Class Members will have a right to appear
21 at the Final Approval/Settlement Fairness Hearing to have their objections
22 heard by the Court regardless of whether they submitted a written objection.
23 At no time shall any of the Parties or their counsel seek to solicit or otherwise
24 encourage Class Members to file or serve written objections to the Settlement
25 or appeal from the Order and Final Judgment. Class Members who submit a
26 written request for exclusion may not object to the Settlement.

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1 M. Allocation of the Gross Settlement Amount.

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

17 2. Allocation of Individual Settlement Payments. For tax purposes, Individual
18 Settlement Payments shall be allocated and treated as 1/3 wages ("Wage
19 Portion") and 2/3 penalties and interest ("Penalties and Interest Portion.") The
20 Wage Portion of the Individual Settlement Payments shall be reported on IRS
21 Form W-2 and the Penalties and Interest Portion of the Individual Settlement
22 Payments shall be reported on IRS Form 1099 issued by the Settlement
23 Agreement.

24 3. No Credit Toward Benefit Plans. The Individual Settlement Payments, as well
25 as any other payments made pursuant to this Settlement Agreement, will not
26 be utilized to calculate any additional benefits under any benefit plans to
27 which any Class Members may be eligible, including, but not limited to profit-
28 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,

1 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
2 Parties' intention that this Settlement Agreement will not affect any rights,
3 contributions, or amounts to which any Class Members may be entitled under
4 any benefit plans.

5 4. All monies received by Settlement Class Members under the Settlement which
6 are attributable to wages shall constitute income to such Settlement Class
7 Members solely in the year in which such monies are received by the Settlement
8 Class Members. It is the intent of the Parties that Individual Settlement
9 Payments provided for in this Settlement agreement are the sole payments to be
10 made by Defendant to Settlement Class Members in connection with this
11 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
12 Class Members are not entitled to any new or additional compensation or
13 benefits as a result of having received the Individual Settlement Payments.

14 5. Mailing. If the First Installment fully funds the Net Settlement Amount,
15 Individual Settlement Payments shall be mailed by regular First-Class U.S.
16 Mail to Settlement Class Members' last known mailing address no later than
17 fifteen (15) days after the payment by Defendant of the First Installment of
18 the Gross Settlement Amount. Alternatively, if the First Installment does not
19 fully fund the Net Settlement Amount, then Individual Settlement Payments
20 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
21 last known mailing address no later than fifteen (15) days after the payment
22 by Defendant of the Second Installment of the Gross Settlement Amount.

23 6. Expiration. Any checks issued to Settlement Class Members shall remain
24 valid and negotiable for one hundred and eighty (180) days from the date of
25 their issuance. If a Settlement Class Member does not cash his or her
26 settlement check within ninety (90) days, the Settlement Administrator will
27 send a letter to such persons, advising that the check will expire after the 180th
28 day, and invite that Settlement Class Member to request reissuance in the

1 event the check was destroyed, lost, or misplaced. In the event an Individual
2 Settlement Payment has not been cashed within one hundred and eighty (180)
3 days, all funds represented by such uncashed checks, plus any interest accrued
4 thereon, shall be transmitted to the Children’s Advocacy Institute (CAI), in
5 accordance with C.C.P. § 384.

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

26 8. Class Counsel Award. Defendant understands, and will not oppose, a motion
27 for Class Counsel Award not to exceed one-third of the Gross Settlement
28 Amount currently estimated to be One Hundred Fourteen Thousand Three

1 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$114,333.33) *and*
2 reimbursable litigation expenses supported by declaration up to and not to
3 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Any
4 awarded Class Counsel Award shall be paid from the Gross Settlement
5 Amount. Any portion of the requested Class Counsel Award that is not
6 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
7 be distributed to Settlement Class Members as provided in this Agreement.
8 The Settlement Administrator shall allocate and pay the Attorneys' Fees to
9 Class Counsel from the Gross Settlement Amount no later than fifteen (15)
10 calendar days after the Gross Settlement Amount is funded in full. Class
11 Counsel shall be solely and legally responsible to pay all applicable taxes on
12 the payment made pursuant to this paragraph. The Settlement Administrator
13 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
14 made pursuant to this paragraph. If the Court reduces or does not approve the
15 requested Class Counsel Award, Plaintiff and Class Counsel shall not have
16 the right to revoke the Settlement, or to appeal such order, and the Settlement
17 will remain binding.

18 9. Settlement Administration Costs. The Settlement Administrator shall be paid
19 for the costs of administration of the Settlement from the Gross Settlement
20 Amount. The estimate of the Settlement Administration Costs is \$6,990.00.
21 The Settlement Administrator shall be paid the Settlement Administration
22 Costs no later than fifteen (15) calendar days after the Gross Settlement
23 Amount is funded in full.

24 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
26 twenty-eight (28) days following the expiration of the Response Deadline, which
27 motion shall request final approval of the Settlement and a determination of the
28 amounts payable for the Service Award, the Class Counsel Award, and the Settlement

1 Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at
2 least three (3) business days prior to the filing of the Motion to give Defendant an
3 opportunity to propose changes or additions to the Motion.

4 1. Declaration by Settlement Administrator. No later than seven (7) days after
5 the Response Deadline, the Settlement Administrator shall submit a
6 declaration in support of Plaintiff's motion for final approval of this
7 Settlement detailing the number of Notice Packets mailed and re-mailed to
8 Class Members, the number of undeliverable Notice Packets, the number of
9 timely requests for exclusion, the full names of any Class Members who opt
10 out of the Settlement, the number of objections received, the amount of the
11 average, lowest, and highest Individual Settlement Payments, the Settlement
12 Administration Costs, and any other information as the Parties mutually agree
13 or the Court orders the Settlement Administrator to provide.

14 2. Final Approval Order and Judgment. Class Counsel shall present an Order
15 Granting Final Approval of Class Action Settlement to the Court for its
16 approval, and Judgment thereon, at the time Class Counsel files the Motion
17 for Final Approval.

18 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
19 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
20 Final Approval, including the Order Granting Final Approval of Class Action
21 Settlement, and Judgment at least three (3) business days in advance of filing with the
22 Court. The Parties and their counsel will cooperate with each other and use their best
23 efforts to affect the Court's approval of the Motions for Preliminary and Final
24 Approval of the Settlement, and entry of Judgment.

25 P. Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts to implement the Settlement.

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- 1 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 4 R. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its Exhibit
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its Exhibit.
- 11 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendant represents and warrants that he/she is
17 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
18 warrants that she is authorized to sign this Agreement and that she has not assigned
19 any claim, or part of a claim, covered by this Settlement to a third-party.
- 20 U. No Public Comment: The Parties and their counsel agree that they will not issue any
21 press releases, initiate any contact with the press, respond to any press inquiry, or have
22 any communication with the press about the fact, amount, or terms of the Settlement
23 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
24 of its terms for any marketing or promotional purposes. Nothing herein will restrict
25 Class Counsel from including publicly available information regarding this settlement
26 in future judicial submissions regarding Class Counsel's qualifications and experience.
27 Further, Class Counsel will not include, reference, or use the Settlement Agreement
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1 for any marketing or promotional purposes, either before or after the Motion for
2 Preliminary Approval is filed.

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

5 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
6 shall be governed by and interpreted according to the laws of the State of California.

7 X. Counterparts. This Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them shall be deemed to be one and the same
9 instrument provided that counsel for the Parties to this Agreement shall exchange
10 among themselves copies or originals of the signed counterparts.

11 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
12 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
13 Settlement after extensive arms-length negotiations, taking into account all relevant
14 factors, present and potential.

15 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
16 respect to the interpretation, implementation, and enforcement of the terms of this
17 Agreement and all orders and judgments entered in connection therewith, and the
18 Parties and their counsel submit to the jurisdiction of the Court for purposes of
19 interpreting, implementing and enforcing the settlement and all orders and judgments
20 entered in connection with this Agreement.

21 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
22 the Court shall first attempt to construe the provisions valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this
24 Agreement valid and enforceable.

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

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1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released Class Claims have merit and give rise to liability on the part of Defendant.
3 Defendant claims that the Released Class Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendant or
7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.

10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

11 DATED: 10/22/2024


carmaneisha lewis (Oct 22, 2024 13:04 CDT)

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13 CARMANEISHA LEWIS

14 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

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16 DATED: _____

17 _____
OMELAGAH, INC.

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19 _____
Printed Name

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21 _____
Title

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Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

CARMANEISHA LEWIS

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

DATED: 10/22/2024 | 2:30 PM PDT

DocuSigned by:
Matt Omelagah
90133C1ED88744A...

OMELAGAH, INC.

Matt Omelagah

Printed Name

Chief Executive Officer

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

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DATED: October 23, 2024

JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: October 23, 2024

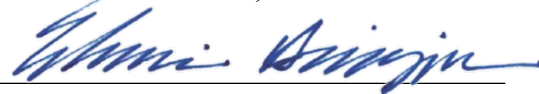
ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: October 30, 2024

LAWYERS FOR JUSTICE, PC

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

LONG & LEVIT LLP

By: _____

Douglas Melton, Esq.
Attorney for Defendant

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2

3 DATED: _____

JCL LAW FIRM, A.P.C.

4

By: _____

5

Attorneys for Plaintiff and the Settlement Class
Members

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9 DATED: _____

ZAKAY LAW GROUP, APLC

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By: _____

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Attorneys for Plaintiff and the Settlement Class
Members

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15 DATED: _____

LAWYERS FOR JUSTICE, PC

16

By: _____

17

Attorneys for Plaintiff and the Settlement Class
Members

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20 DATED: October 22, 2024

LONG & LEVIT LLP

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By:  _____

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Douglas Melton, Esq.
Attorney for Defendant

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EXHIBIT A

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

(Lewis v Omelagah, Inc., Alameda County Superior Court Case No. 23CV044580)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< [REDACTED] >>. See the explanation below. 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.
Exclude Yourself	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 no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. 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 Alameda (the “Court”) has been reached between Plaintiff Carmaneisha Lewis (“Plaintiff”) and Defendant Omelagah, Inc (“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 hourly-paid or non-exempt employees who were employed by Defendant and performed work in California at any time during the period from September 20, 2019, to June 27, 2024 (“Class Period”).

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 September 20, 2023, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Alameda. Plaintiff asserted claims against Defendant for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California

Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, *et seq.*, (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 15, 2024, the Parties participated in mediation presided over by Hon. Brian Walsh (Ret.), a retired judge and experienced mediator of wage and hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC 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 Three Hundred Forty-Three Thousand Dollars and Zero Cents (\$343,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, and Service Award.

Defendant will pay the Gross Settlement Amount in two (2) separate installments. First, Defendant will pay \$256,000.00 plus employer-side payroll taxes by the later of either July 17, 2025 or within sixty (60) calendar days following the Court’s Final Approval Order (“First Installment”). Second, Defendant will pay \$87,000.00 by January 17, 2026 (“Second Installment”).

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:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,990.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$114,333.33) and actually incurred litigation expenses of not more than \$25,000 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 Plaintiff 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 Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,00.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for her services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, and the Settlement Administration Costs 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.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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 ensure you receive your payment.

Tax Matters. One-third 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. Two-thirds of each Individual Settlement Payment is allocated to penalties and interest (“Penalties, and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalties and Interest Portion of the Individual Settlement Payments. 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.

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

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?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, including claims for unpaid wages (including without limitation claims for minimum wage, regular wages, overtime, final wages, calculation of the correct overtime or regular rate, and meal period and rest period premiums), expense reimbursements, interest, and penalties. Released Class Claims expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class 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 << ____ >> Workweeks worked during the Class Period (September 20, 2019, through June 27, 2024).

Based on this information, your estimated Individual Settlement Payment is << _____ >>.

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 fifteen (15) days after the 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: Apex Class Action LLC located at 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

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 <https://apexclassaction.com/>

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.**

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 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Lewis v. Omelagah, Inc.*, Alameda County Superior Court, Case No. 23CV044580. 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 ***Lewis v. Omelagah, Inc., Alameda County Superior Court, Case No. 23CV044580***. 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 [redacted]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

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Class Counsel:

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Tel: (818) 265-1020
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Email: edwin@calljustice.com

Counsel for Defendant:

Douglas Melton, Esq.
Long & Levit LLP
465 California Street, Suite 500
San Francisco, CA 94104
T: 415-397-2222
dmelton@longlevit.com

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 [redacted], at the County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Noël Wise. 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 ***Lewis v. Omelagah, Inc., Alameda County Superior Court, Case No. 23CV044580***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 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 or by visiting the administrator's website at <https://apexclassaction.com/>

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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Children's Advocacy Institute (CAI), in accordance with C.C.P. § 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.