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FILED  
KERN COUNTY

JUN 27 2024

BY  DEPUTY

7 Attorneys for Plaintiff REGINA RENEE  
BLACKWELL, individually, and on behalf  
8 of others similarly situated


9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF KERN, METROPOLITAN DIVISION**

12 REGINA RENEE BLACKWELL,  
13 individually, and on behalf of others similarly  
situated,

Case No. BCV-20-103035-TSC

[Assigned for all purposes to the  
Honorable Thomas S. Clark, Dept. 17]

14 Plaintiffs,

  
15 **[PROPOSED] ORDER GRANTING**  
16 **PLAINTIFF REGINA RENEE**  
17 **BLACKWELL'S MOTION FOR**  
18 **PRELIMINARY APPROVAL OF CLASS**  
19 **ACTION AND PAGA SETTLEMENT**

15 v.

16 COMMUNITY ACTION PARTNERSHIP OF  
17 KERN, a corporation, and DOES 1 through  
18 50, inclusive,  
19 Defendants.

Complaint Filed: December 30, 2020  
Trial Date: None set

ORDER

1           The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) filed  
2 by Plaintiff Regina Renee Blackwell (“Plaintiff Blackwell”) in the above-captioned matter, *Regina*  
3 *Renee Blackwell v. Community Action Partnership of Kern*, (Kern County Superior Court Case No.  
4 CASE NO. BCV-20-103035-TSC), came before this Court on June 27, 2024 at 8:30 a.m. Having  
5 reviewed Plaintiff Blackwell’s Motion, the Declaration of Matthew J. Matern and exhibits thereto,  
6 including the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Agreement”), the  
7 Declaration of Plaintiff Regina Renee Blackwell, and all other papers submitted in support of and in  
8 opposition to the Motion, and for good cause appearing, the Court hereby finds and ORDERS as  
9 follows:  
10

11           1. All defined terms contained herein shall have the same meanings as set forth in the  
12 Settlement.

13           2. The Court finds on a preliminary basis that the settlement memorialized in the  
14 Agreement appears to be fair, adequate, and reasonable, falls within the range of reasonableness, and  
15 therefore meets the requirements for preliminary approval.

16           3. The Court provisionally certifies, for settlement purposes only, the following Class:

17           All persons who were employed by Defendant in California as  
18 hourly-paid or non-exempt employees during the Class Period.

19           4. The Court finds, for settlement purposes only, that the Class meets the requirements for  
20 certification under California Code of Civil Procedure section 382 in that: (1) the class is so numerous  
21 that joinder is impractical; (2) there are questions of law and fact that are common to all Class  
22 Members which predominate over individualized issues; (3) Plaintiff Blackwell’s claims are typical of  
23 the claims of the Class Members; (4) Plaintiff Blackwell and Plaintiff Blackwell’s counsel, Matern  
24 Law Group, PC, will fairly and adequately protect the interests of the Class; and (5) a class action is  
25 superior to other available methods for the fair and efficient adjudication of the controversy.

26           5. The Court hereby approves the terms and conditions provided for in the Settlement.  
27 The parties are ordered to carry out the Settlement according to its terms.  
28

1           6.       The Court appoints, for settlement purposes, Plaintiff Blackwell as the Class  
2 Representative.

3           7.       The Court appoints, for settlement purposes, Matern Law Group, PC as Class Counsel.  
4 Class Counsel is authorized to act on behalf of the Class with respect to all acts required by, or which  
5 may be given, pursuant to the Settlement, and such other acts reasonably necessary to finalize the  
6 Settlement and its terms. Any Class Member may enter an appearance through his or her own counsel  
7 at such Class Member's own expense. Any Class Member who does not enter an appearance or  
8 appear on his or her own behalf will be represented by Class Counsel.

9           8.       The Court hereby preliminarily approves the Settlement and the Gross Settlement  
10 Amount of \$412,500.00. The Gross Settlement Amount shall cover all anticipated and unanticipated  
11 expenses associated with the Settlement including the following items: (1) Payout to Class Members,  
12 including PAGA Payments to PAGA Group Members; (2) the PAGA Settlement Amount; (3) the  
13 Incentive Award to Plaintiff; (4) the Attorneys' Fees and Costs; and (5) the Settlement Administration  
14 Costs. The Employer's Share of Payroll Taxes shall be paid separately from and in addition to the  
15 Gross Settlement Amount.

16           9.       The Court finds that, on a preliminary basis, the Settlement appears to be within the  
17 range of reasonableness of a settlement that could ultimately be given final approval by this Court. It  
18 appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable as to  
19 all potential Class Members when balanced against the probable outcome of further litigation relating  
20 to liability and damages issues. It also appears that sufficient investigation, research, and court  
21 proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their  
22 respective positions. It appears to the Court that settlement at this time will avoid substantial  
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
24 further prosecution of the lawsuit. It also appears that settlement has been reached as a result of  
25 intensive, serious, and non-collusive, arms-length negotiations.

26           10.      The Court approves, as to form and content, the Notice of Class Action and PAGA  
27 Settlement ("Class Notice"), attached as Exhibit 1 to the Settlement. The Court finds that the notice  
28 plan is the best means practicable under the circumstances for providing notice to Class Members, and,

1 when completed, shall constitute due and sufficient notice of the class action, proposed settlement, and  
2 the final approval hearing to all persons entitled to such notice, in full compliance with California  
3 Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and  
4 3.769, the California and United States Constitutions, and other applicable laws.

5 11. The Court appoints CPT Group, Inc. as the Settlement Administrator. The Court  
6 hereby directs the Settlement Administrator to disseminate the approved Class Notice according to the  
7 procedures set forth in the Settlement.

8 12. Any Class Member may choose to be excluded from the Settlement as provided in the  
9 Settlement and Class Notice and by following the instructions for requesting exclusion. Any person  
10 who timely and properly requests to be excluded from the Settlement will not be bound by the  
11 Settlement or have any right to object, appeal, or comment thereon. Any Request for Exclusion must  
12 be signed by each such Class Member and must otherwise comply with the requirements delineated in  
13 the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely  
14 request before the expiration of the Response Deadline shall be bound by all determinations of the  
15 Court, the Settlement, and the Judgment.

16 13. A Final Approval Hearing will be held before this Court on 12-6, 2024  
17 at 8:30 am in Department 17 of the Kern County Superior Court located at 1415 Truxtun  
18 Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the Settlement,  
19 including whether the Settlement is fair, adequate, and reasonable and should be finally approved by  
20 the Court and whether a Judgment should be entered herein. At the same time, a hearing on Plaintiffs'  
21 Counsel's motion for Attorneys' Fees and Costs and the requested Incentive Award to Plaintiff shall  
22 also be held.

23 14. Any Class Member may appear at the Final Approval Hearing and object to the  
24 Settlement or express his or her views regarding the Settlement, and may present evidence and file  
25 briefs or other papers that may be proper and relevant to the issues to be heard and determined by the  
26 Court as provided in the Class Notice.

27 15. The Court sets the following implementation schedule:

28 ///


1 2 3	Deadline for Defendants to provide the Class Information to the Settlement Administrator	<u>7-12-24</u> , (within 15 days after entry of Preliminary Approval Order)
4 5 6	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	<u>7-26</u> , 2024 (within 14 days after receiving the Class Information from Community Action Partnership of Kern)
7 8	Deadline for Class Members to submit an objection or Request for Exclusion ("Response Deadline")	<u>9-9</u> , 2024 (45 days after Notice Packet is mailed by the Settlement Administrator to Class Members) <sup>1</sup>
9 10 11	Deadline for Plaintiff to file Motion for Final Approval of Class Action and PAGA Settlement and Motion for Award of Attorneys' Fees, Costs, and Incentive Award to Plaintiff	<u>11-15</u> , 2024
12 13 14	Final Approval Hearing	<u>12-6</u> , 2024 at <u>8<sup>30</sup> am in Dept. 17</u>

15           16. Pending the Final Approval Hearing, all proceedings in this action, other than  
16 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this  
17 Order, are stayed.

18           17. To facilitate administration of the Settlement pending final approval, the Court hereby  
19 enjoins all Class Members from filing or prosecuting any claims, suits or administrative proceedings  
20 regarding claims released by the Settlement unless and until such Class Members have submitted valid  
21 requests for exclusion to the Administrator and the Response Deadline has elapsed.

22           **IT IS SO ORDERED.**

23  
24 DATED: 6-27-24

25  
26   
HON. THOMAS S. CLARK  
Judge of the Superior Court  
**THOMAS S. CLARK**

27           <sup>1</sup> Pursuant to the Settlement, Class Members who are sent a re-mailed Notice Packet shall have  
28 their Response Deadline extended by fifteen (14) days. Settlement at 7.8.6.

# EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Regina Renee Blackwell v. Community Action Partnership of Kern,  
Kern County Superior Court Case No. BCV-20-103035*

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action and representative action lawsuit ("Action") against Community Action Partnership of Kern ("CAPK," "Defendant") for alleged wage and hour violations. The Action was filed by a former CAPK employee, Regina Renee Blackwell ("Plaintiff"), and seeks payment of (1) wages and other relief for a class of non-exempt, hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (December 30, 2016 through April 1, 2024); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt, hourly-paid employees who worked for Defendant during the PAGA Period (October 12, 2019 through April 1, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or you do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant. As a participant in the proposed Settlement, you have the right to object to any aspect of the proposed Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [date]</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel</p>



<b>Written Objections Must be Submitted by [date]</b>	or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
<b>You Can Participate in the [date] Final Approval Hearing</b>	The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks</b>  <b>Written Challenges Must be Submitted by [date]</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former CAPK employee. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, provide meal periods and rest breaks, pay wages due upon termination, reimburse business expenses, and provide accurate itemized wage statements, and has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Matthew J. Matern, Matthew W. Gordon, and Max Sloves of Matern Law Group, PC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by Jay L. Rosenlieb and Vanessa Chavez of Klein, DeNatale, Goldner (“Defense Counsel”).

**2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

**3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay \$412,500 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to pay the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment and the time for appealing the judgment has expired or, if the Judgment is appealed, the date the appeal is resolved.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$137,500 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$21,000 to the Administrator for services administering the Settlement.
  - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages

("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization, Court Appointed Special Advocates of Kern County ("Cy Pres").
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and

perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the funding of the entire Gross Settlement Amount and Employer Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released Parties from (i) all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for: (1) failure to provide required meal periods (including, but not limited to, first and second meal periods and alleged failures due to rounding, off-the-clock work, remaining on premises or on-duty during meal periods, untimely, short, interrupted, or otherwise non-compliant meal periods); (2) failure to provide required rest periods (including, but not limited to, alleged failures due to rounding, off-the-clock work, remaining on premises or on-duty during rest periods, untimely, short, interrupted, or otherwise non-compliant rest periods); (3) failure to pay overtime wages; (4) failure to pay minimum wages (including, but not limited to, alleged failures due to rounding or off-the-clock work); (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties (including, but not limited to, alleged failures to reimburse employees for necessary expenditures or losses, such as personal cell phones, personal vehicles, purchase and maintenance of tools and supplies, uniforms, and other travel expenses); and (9) unfair and unlawful business practices arising out of the violations referenced in the Action ("Released Class Claims"). To the extent based on facts alleged on the Operative Complaint or the PAGA Letter, the Released Class Claims encompass, but are not limited to, all claims pursuant to the applicable IWC Wage Order (including Wage Order 4-2001), and Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800,

2802. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means "Defendant and each of its former, future, and present parent, joint venturers, and affiliated corporations and partnerships; their directors, officers, shareholders, owners, members, managers, partners, customers, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries; and any other individuals, entities, successors, assigns, or legal representatives who could be liable for any of the Released Claims."

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Upon the funding of the entire Gross Settlement Amount and Employer Taxes, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA, that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on any acts or omissions occurring during the PAGA Period and based on the PAGA Period facts pleaded in the Action or the PAGA Notice, including, but not limited to, any and all claims for PAGA penalties pursuant to Wage Order 4-2001 and Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802 ("Released PAGA Claims"). Any Aggrieved Employees who submit a valid and timely Request for Exclusion are still entitled to their Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement releasing the Released PAGA Claims.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Workweeks worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [date] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt-out of the Class Settlement, submit a written and signed letter to the Administrator with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Regina Renee Blackwell v. Community Action Partnership of Kern*,

and include your identifying information (full name, address, and email address or telephone number for verification purposes). **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Regina Renee Blackwell v. Community Action Partnership of Kern, et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, California 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

#### **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [**specify whose**] website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case Number for the Action, Case No. BCV-20-103035. You can also make an appointment to personally review court documents in the Clerk's Office at the Kern County Court, Metropolitan Division by calling (661) 610-6000.

#### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Matthew J. Matern, Esq.  
Matthew W. Gordon, Esq.  
Matern Law Group, PC  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Tel: (310) 531-1900  
Fax: (310) 531-1901

Settlement Administrator:

CPT Group, Inc.  
infor@cptgroup.com  
50 Corporate Park, Irvine, CA 62606  
1(800) 542-0900  
1 (800)419-3446

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**QUESTIONS? Please contact the Administrator at [insert phone number]**