

NOTICE OF CLASS ACTION SETTLEMENT

Naimah Alexander v. Cooke & Associates, Inc.
Superior Court of California for the County of Tulare, Case No. VCU286985

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Naimah Alexander ("Plaintiff") and Defendant Cooke & Associates, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985 (the "Action"), which may affect your legal rights. On March 16, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on October 5, 2023 at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class Member" means all current and former hourly, non-exempt employees of Defendant in California at any time during the Class Period.

"Class Period" means the time period from May 3, 2017 through November 11, 2022.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Group Member(s)" means all current and former hourly, non-exempt employees of Defendant in California at any time during the PAGA Period.

"PAGA Period" means the period from April 5, 2020 through November 11, 2022.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On April 5, 2021, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor Code that were violated ("LWDA Notice"). On May 3, 2021, Plaintiff filed a Class Action Complaint for Damages in the Tulare County Superior Court, Case No. VCU286985. On June 9, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"). The Operative Complaint alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premium payments, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a mediation session with a respected mediator of complex wage and hour actions, and with the assistance of the mediator's evaluations, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On March 16, 2023, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Naimah Alexander as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Eighty-Five Thousand Dollars (\$285,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$99,750) ("Attorneys' Fees") and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000) ("Attorneys' Costs") to Class Counsel; (2) Incentive Award in an amount not to exceed Five Thousand Dollars (\$5,000) to Plaintiff for her services in the Action; (3) Administration Fees in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to the Settlement Administrator; and (4) the amount of Twenty Five Thousand Dollars (\$25,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Allocation"). The PAGA Allocation will be distributed 75% (\$18,750) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$6,250) will be distributed to PAGA Group Members ("PAGA Group Member Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly, non-exempt employees in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Estimated Workweek Value") and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share ("Individual Settlement Payment").

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Share ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Group Member Amount ("Individual PAGA Payment"), based on the number of Workweeks of each PAGA Group Member during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator has divided the PAGA Group Member Amount by the total number of PAGA Workweeks of all PAGA Group Members ("PAGA Workweek Value") and multiplied each PAGA Group Member's individual PAGA Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Defendant will fund the Gross Settlement Amount in three installment payments, over the course of approximately two years, as follows:

- Within fifteen (15) calendar days of the Court's entry of the Final Approval Order and Judgment, the Settlement Administrator will establish a qualified settlement account for administration of the Settlement ("Settlement Fund Account") and Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account ("First Installment").
- Within one (1) year of depositing the First Installment, Defendant will deposit 33.33% of the Gross Settlement Amount (i.e., \$95,000) plus an amount sufficient to pay Employer Taxes into the Settlement Fund Account ("Second Installment").
 - Within ten days after the Second Installment has been deposited, the Settlement Administrator will issue payments as follows: Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Group Members, LWDA Payment to the Labor and Workforce Development Agency, Incentive Award to Plaintiff, and Administration Fee to itself (the Settlement Administrator).
- Within two (2) years of depositing the First Installment, Defendant will deposit the remaining 33.33% of the Gross Settlement Amount (i.e., \$95,000) into the Settlement Fund Account ("Third Installment").
 - Within ten days after the Third Installment has been deposited, the Settlement Administrator will issue payment for Attorneys' Fees and Costs to Class Counsel.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From May 3, 2017 through November 11, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From April 5, 2020 through November 11, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action (*Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985); (b) contains your full name, address, telephone number, signature, and last four (4) digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct; (d) includes information and/or attaches documentation demonstrating that the

number of Workweeks that you contend should be credited to you for the Class Period and/or PAGA Period; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B. below, postmarked **no later than August 14, 2023**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will release the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Group Members, and all PAGA Group Members will release the Released PAGA Claims.

“Released Class Claims” means any and all claims, actions, or cause of action alleged in the Operative Complaint, or that could have been alleged or raised in the Operative Complaint based upon or arising out of the facts alleged in the Operative Complaint, arising during the Class Period, including but not limited to: failure to pay minimum wage for all hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable Industrial Welfare Commission Wage Orders; failure to pay proper overtime wages in violation of California Labor Code sections 510, 1197, and 1198, and the applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest in violation of California Labor Code sections 551 and 552 and the applicable Industrial Welfare Commission Wage Orders; failure to pay reporting time wages in violation of California Labor Code sections 1198 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant rest periods and pay missed rest break premiums in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant meal periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and 512, and the applicable Industrial Welfare Commission Wage Orders; failure to maintain accurate employment records in violation of California Labor Code section 1174; failure to pay timely wages during employment in violation of California Labor Code sections 204, 210; failure to pay all wages and accrued vacation time pay due and owing at separation in violation of California Labor Code sections 201, 202, 203, and 227.3; failure to indemnify and reimburse for all business expenses in violation of California Labor Code sections 2802 and 2804; failure to provide complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3; deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (California Business & Professions Code section 17200 et seq.); and all claims for liquidated damages, penalties, interest, fees and costs based on the foregoing.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (“PAGA”), California Labor Code Section 2698, et seq. that were asserted in the Operative Complaint or that arise out of the allegations made in the Operative Complaint and/or in the LWDA Notice, arising during the PAGA Period for failure to pay minimum wage for all hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable Industrial Welfare Commission Wage Orders; failure to pay proper overtime wages in violation of California Labor Code sections 510, 1197, and 1198, and the applicable Industrial Welfare Commission Wage Orders; failure to provide a day of rest in violation of California Labor Code sections 551 and 552 and the applicable Industrial Welfare Commission Wage Orders; failure to pay reporting time wages in violation of California Labor Code sections 1198 and the applicable Industrial Welfare

Commission Wage Orders; failure to provide compliant rest periods and pay missed rest break premiums in violation of California Labor Code section 226.7 and the applicable Industrial Welfare Commission Wage Orders; failure to provide compliant meal periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and 512, and the applicable Industrial Welfare Commission Wage Orders; failure to maintain accurate employment records in violation of California Labor Code section 1174; failure to pay timely wages during employment in violation of California Labor Code sections 204, 210; failure to pay all wages and accrued vacation time pay due and owing at separation in violation of California Labor Code sections 201, 202, 203, and 227.3; failure to indemnify and reimburse for all business expenses in violation of California Labor Code sections 2802 and 2804; and failure to provide complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3.

“Released Parties” means Defendant and all of its past and present parents, subsidiaries, affiliates, predecessors, and related entities, and all of their respective employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, and members.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$99,750, if the Gross Settlement Amount is \$285,000) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000) (“Attorneys’ Costs”), subject to approval by the Court. The Attorneys’ Fees Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars (\$5,000) (“Incentive Award”), in recognition of her effort and work in prosecuting the Action. The Incentive Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) (“Administration Fees”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment, regardless of whether you have elected to exclude yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action (*Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985); (b) contain your full name, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than August 14, 2023** at the following address:

**Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863,
www.phoenixclassaction.com/alexander-v-cooke-and-associates/**

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Agreement (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must include: (a) the case name and number of the Action (*Naimah Alexander v. Cooke & Associates, Inc.*, Tulare County Superior Court, Case No. VCU286985); (b) your full name, signature, address, telephone number, signature, and last four (4) digits of your Social Security number; (c) a written statement of all grounds for your objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than August 14, 2023**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Tulare County Superior Court, located at 221 South Mooney Blvd, Visalia, CA 93291, on October 5, 2023, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Incentive Award to Plaintiff, and Administration Fees to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.tulare.courts.ca.gov/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 221 South Mooney Blvd, Visalia, CA 93291, during business hours, or by online by visiting the following website: <https://online.tulare.courts.ca.gov/?q=node/353>, login/register, clicking “Search Cases,” and typing in the Court Case Number “VCU286985.”

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.