

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl
PMB 42554
5 West Hollywood, CA 90069
Telephone: (213) 725-9094
6 Facsimile: (213) 634-2485
7 Attorneys for Plaintiff(s),
8 MARIA RIOS-ROMAN, and all others similarly situated
9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CRUZ**
12 **(UNLIMITED JURISDICTION)**

13 MARIA RIOS-ROMAN, on behalf of herself
14 and all others similarly situated, and as an
15 “aggrieved employee” on behalf of other
16 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 SEASONS MANAGEMENT, LLC, an Oregon
20 limited liability company; SM SANTA CRUZ
21 LIMITED PARTNERSHIP, an Oregon limited
22 partnership; and SL – Sun Oak, LLC, an Oregon
limited liability company; and DOES 1–50,
inclusive,

23 *Defendant(s).*
24
25
26
27

Case No. 20CV00783

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

Action filed: March 09, 2020
Dept.: 10, The Honorable Paul M.
Marigonda

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

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
4276 Katella Ave
Suite 301
Los Alamitos CA 90720
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
MARIA RIOS-ROMAN, and all others similarly situated

ATTORNEYS FOR DEFENDANT(S)

CAROLYN B. HALL (SBN 212311)
carolyn.hall@ogletreedeakins.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
One Embarcadero Center
Suite 900
San Francisco, CA 94111
Telephone: (415) 442-4810
Facsimile: (415) 442-4870

Attorneys for Defendant(s),
Seasons Management, LLC, SM Santa Cruz Limited Partnership, and SL – Sun Oak, LLC

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Maria Rios-
3 Roman (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class
4 members, on the one hand, and Defendant Seasons Management, LLC, SM Santa Cruz Limited
5 Partnership, and SL – Sun Oak, LLC (collectively “Defendants”). Plaintiff and Defendants are
6 collectively referred to herein as the “Parties.”
7

8 **I. DEFINITIONS.**

9 The following definitions are applicable to this Settlement Agreement, in addition to other
10 terms defined elsewhere in the Agreement:

11 **A. “Action”** shall mean: (1) the civil action commenced on March 09, 2020, by
12 Plaintiff against Defendants in the Superior Court of California, County of Santa Cruz, Case No.
13 20CV00783, entitled: “Maria Rios-Roman, on behalf of herself, and all others similarly situated,
14 and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the Labor Code
15 Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Seasons Management, LLC, an Oregon
16 limited liability company, *et al.*; and DOES 1 through 50, inclusive, *Defendant(s)*.”
17

18 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons
19 Defendants employed in California as hourly, non-exempt employees during the Class Period.
20 Defendants estimate that, as of the preliminary approval order date, there were approximately
21 362 class members.
22

23 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:
24 David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law
25 Group.
26

27 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
28

1 **Payment**” shall mean the amounts awarded to Class Counsel by the Court to compensate them
2 for, respectively, their fees and expenses in connection with the Action, including their pre-filing
3 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
4 post-Settlement compliance procedures. Class Counsel will request attorneys’ fees not in excess
5 of one-third (1/3) of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six
6 Hundred Sixty-Six Dollars and 66 cents (\$116,666.66). Class Counsel will also request Class
7 Counsel Litigation Expenses up to Seventeen Thousand Five Hundred Dollars (\$17,500.00)
8 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for
9 fees and reimbursement of costs as set forth above. In the event that the Court reduces or does
10 not approve the requested Class Counsel Fees Payment and/or Class Counsel Litigation
11 Expenses, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.
12

13 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as **Exhibit**
14 **A** and incorporated by reference into this Agreement.
15

16 **F. “Class Period”** shall mean the period of time from November 13, 2016 through
17 the preliminary approval order date.

18 **G. “Class Representative Payment”** shall mean the special payment made to
19 Plaintiff in her capacity as Class Representative to compensate her for initiating the Action,
20 performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees
21 and expenses in the event she was unsuccessful in the prosecution of the Action. In the event that
22 the Court reduces or does not approve the requested Class Representative Payment, Plaintiff shall
23 not have the right to revoke this Settlement, and it will remain binding.
24

25 **H. “Court”** shall mean the Superior Court for the County of Santa Cruz, Santa Cruz
26 Main Courthouse, 701 Ocean Street, Santa Cruz, CA 95060.
27

I. “Defense Counsel” shall mean the attorneys representing Defendants in the Action: Carolyn B. Hall of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

J. “Effective Date” is defined as follows: If no objection to this Settlement or to any of the terms and or conditions of the Settlement are filed by Plaintiff, another member of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur on the day that the Court enters judgment granting final approval of this Settlement; however, if any objection to this Settlement or to any of the terms and or conditions of the Stipulation is filed by a member of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur upon the expiration of the time for the filing any appeal of the order of final approval of this Settlement. If an appeal is filed or any writ granted, then the Effective Date shall occur after the appeal has been dismissed or the writ dissolved and when there is no further time to appeal the dismissal of the appeal or the dissolution of the writ.

K. “Final Approval Hearing” shall mean the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.

L. **“Gross Settlement Amount”** shall mean the sum of Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00) payable by Defendants as provided by this Agreement, which shall cover all Settlement Share payments, the Class Representative Payment, the Class Counsel Fee Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment and the Settlement Administration Costs. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendants. Defendants’ employer-side payroll taxes arising from the payments made under this Settlement will be paid by Defendants separate from and in addition to the Gross Settlement Amount. Defendants will pay the Gross Settlement Amount as outlined further below. In no event shall Defendant be liable

1 for more than the Gross Settlement Amount of \$350,000.00 as a result of this Settlement, with
2 the exception of its employer-side payroll taxes which it shall pay in addition to the Gross
3 Settlement Amount.

4 **M. “Judgment”** shall mean the Order of Final Judgment entered by the Court that
5 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
6 this Action.

7
8 **N. “Net Settlement Amount”** shall mean the Gross Settlement Amount of
9 \$350,000.00 payable by Defendants pursuant to this Settlement, less:

- 10 **1.** the Class Representative Payment approved by the Court;
- 11 **2.** the Class Counsel Fees Payment (one-third or 33 and 1/3% of the Gross
12 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
13 \$17,500.00) approved by the Court;
- 14 **3.** the Settlement Administrator’s reasonable fees and expenses approved by
15 the Court (not to exceed \$10,000.00);
- 16 **4.** the amount of \$4,000.00 as PAGA Penalties for the PAGA claim, of which
17 \$1,000.00 will be paid to the PAGA Members and \$3,000.00 will be paid to the LWDA;
- 18 **5.** any other fees or expenses (other than attorneys’ fees and expenses)
19 incurred by Plaintiff in implementing the terms and conditions of this Agreement as approved by
20 the Court.

21
22 **O. “PAGA”** means the California Labor Code Private Attorneys General Act of
23 2004 (Lab. Code §§ 2698, *et seq.*).

24
25 **P. “PAGA Members”** means all individuals Defendants employed in California as
26 hourly, non-exempt employees during the PAGA Period.

1 **Q. “PAGA Payment”** means the portion of the Gross Settlement Amount that the
2 Parties have agreed to allocate to the settlement of claims for civil penalties under PAGA. The
3 Parties have agreed to allocate Four Thousand Dollars and Zero Cents (\$4,000.00), of which,
4 payment from the Gross Settlement Amount to the LWDA will be made in the amount of Three
5 Thousand Dollars and Zero Cents (\$3,000.00), which is 75% of the PAGA Payment. One
6 Thousand Dollars and Zero Cents (\$1,000.00), 25% of the PAGA Payment, will remain in the
7 Net Settlement Amount for distribution pro rata to PAGA Members as described in this
8 agreement. PAGA Members will receive payment from the employee portion of the PAGA
9 Payment regardless of whether they submit a request for exclusion if the PAGA Payment is
10 approved by the Court.
11

12 **R. “PAGA Period”** shall mean January 02, 2019 through the preliminary approval
13 order date.
14

15 **S. “Participating Class” or “Participating Class Members”** shall mean all
16 Settlement Class members who do not submit a valid and timely letter requesting to be excluded
17 from the Settlement, consistent with the terms set forth in this Settlement Agreement.
18

19 **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
20 approval of the Settlement without material change.
21

22 **U. “Released Claims”** shall mean all claims, rights, demands, liabilities and causes
23 of action that are alleged in the operative complaint, or reasonably could have been alleged based
24 on the facts and legal theories contained in the operative complaint and/or in the letter(s) sent by
25 Plaintiff to the LWDA concerning Defendants and the other Released Parties, whether sounding
26 in law or equity, tort, contract, statute, or other applicable federal, state or local law or regulation,
27 including but not limited to the following claims: (1) failure to pay wages; including overtime
28

1 and regular wages and including failure to properly calculate the regular rate; (2) failure to
2 provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to issue proper
3 wage statements; (5) failure to timely pay wages; (6) unfair business practices that could have
4 been premised on the claims, causes of action or legal theories of relief described above or any
5 of the claims, causes of action or legal theories of relief pleaded in the Action; (7) all claims
6 under PAGA or for civil penalties that could have been premised on the claims, causes of action
7 or legal theories described above or any of the claims, causes of action or legal theories of relief
8 pleaded in the Action or Plaintiff's letter(s) to the LWDA, including but not limited to the
9 California Code of Regulations and to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
10 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, and 2699, and any
11 and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or
12 attorneys' fees or costs resulting therefrom and other amounts recoverable under said causes of
13 action under California and federal law, to the extent permissible, including but not limited to the
14 California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the
15 facts alleged in the Action, and the California Unfair Competition Law (collectively, the
16 "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The
17 res judicata effect of the Judgment will be the same as that of the Release. The definition of
18 Released Claims shall not be limited in any way by the possibility that Plaintiff or Participating
19 Class Members may discover new facts, legal theories, or legal arguments not alleged in the
20 operative complaint but which might serve as an alternative basis for pursuing the same claims,
21 causes of action, or legal theories of relief falling within the definition of Released Claims.
22 Released Claims shall not apply to claims for workers' compensation benefits, unemployment
23 insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.
24
25
26
27
28

1 The Parties acknowledge that Released Claims includes any claims for civil penalties by a PAGA
2 Member resulting from any LWDA investigation. The Parties will meet and confer in good faith
3 if the Court requires changes to the scope of the Released Claims.

4 **V. “Released Parties”** shall mean Defendants, and all their past, present and/or
5 future, direct and/or indirect, officers, directors, members, managers, employees, agents,
6 representatives, attorneys, insurers, partners, investors, shareholders, stockholders,
7 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
8 assigns, joint employers, consultants, subcontractors, servants, equity sponsors, related
9 corporations, divisions, joint venturers, service providers, employee benefit plans and fiduciaries
10 thereof, affiliated organizations, and all persons acting under, by, through or in concert with any
11 of them, and each of them.

12 **W. “Response Deadline”** shall mean the date sixty (60) days after the Settlement
13 Administrator mails the Class Notice to Class Members, which is the last date on which Class
14 Members may submit Exclusion Requests, written objections to the Settlement, or Workweek
15 disputes. In the event the 60th day falls on a Sunday or federal holiday, the Response Deadline
16 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
17 for Exclusion Requests or Objections will be extended fifteen (15) calendar days for any Class
18 Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
19 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to
20 the next day on which the U.S. Postal Service is open.

21 **X. “Settlement”** shall mean the disposition of the Action and all related claims
22 effectuated by this Agreement.

23 **Y. “Settlement Account”** shall mean a fund within the meaning of Treasury
24

1 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
2 Administrator for the benefit of Participating Class Members and PAGA Members.

3 **Z.** “Settlement Administration Costs” shall mean the fees and expenses reasonably
4 incurred by the Settlement Administrator as a result of the procedures and processes expressly
5 required by this Agreement, not to exceed \$10,000.00.

6 **AA.** “**Settlement Administrator**” shall mean Phoenix Settlement Administrators or
7 another administrator proposed by the Parties and appointed by the Court to administer the
8 Settlement. The Parties represent that they do not have any financial interest in the Settlement
9 Administrator or otherwise have a relationship with the Settlement Administrator that could
10 create a conflict of interest.

11 **BB.** “**Settlement Share**” shall mean each Participating Class Member’s allocated
12 share of the Net Settlement Amount as provided by this Agreement and any payment a PAGA
13 Member is eligible to receive from the PAGA Payment per Section III.C.4.

14
15
16 **II. RECITALS**

17 **A.** On or about January 02, 2020, Plaintiff, through her attorneys, sent a letter to the
18 Labor Workforce Development Agency (“LWDA”) alleging the following against Defendant:
19 failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods,
20 failure to issue proper wage statements, failure to timely pay wages, and related allegations (the
21 “PAGA letter”). Plaintiff asserted these representative claims on behalf of all Class Members
22 who are or were employed during the applicable statutory period.

23 **B.** On March 09, 2020, Plaintiff filed a representative action complaint in the Santa
24 Cruz Superior Court, alleging the same wage and hour claims as set forth in the earlier PAGA
25 letter. As a condition of settlement, on June 14, 2022, Plaintiff filed a first amended complaint
26
27

1 (“FAC”) in the Santa Cruz County Superior Court, to include claims on a class-wide basis.. The
2 first amended complaint is the “Operative Complaint” for purposes of settlement, Defendant will
3 not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the
4 Court does not grant final approval of the Settlement, or if the Settlement does not become final
5 and effective for any reason, then the FAC will be withdrawn and the original March 9, 2020
6 complaint will again become the operative complaint without prejudice to Plaintiff’s right to seek
7 leave to file a first amended complaint pursuant to the Parties’ Agreement to Toll Statute of
8 Limitations. Defendant does not impliedly or expressly waive any arguments or defenses to the
9 FAC or such first amended complaint that Plaintiff may file in the event the Court does not grant
10 final approval of the Settlement.
11

12 **C.** On April 29, 2020, Defendant Season Management, LLC answered Plaintiff’s
13 Complaint and denied, and continues to deny, all of Plaintiff’s material allegations. Specifically,
14 Defendants deny the failure to pay wages, failure to provide meal periods, failure to authorize
15 and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and
16 related allegations in the Action. Defendants contend that they have complied with the Labor
17 Code, the Business & Professions Code, and the applicable Wage Order at all times. Defendants
18 further allege that the Plaintiff’s claims are not amenable to class treatment because common
19 issues do not predominate. Defendants further contend that Plaintiff’s claims under PAGA are
20 not manageable.
21

22 **D.** The Parties thereafter engaged in an informal, voluntary exchange of information
23 in the context of privileged settlement discussions to facilitate an early mediation. The Parties
24 exchanged discovery requests, documents, information, and data.
25

26 **E.** On February 11, 2021, following much of the foregoing informal discovery and
27

1 exchange of information, the Parties participated in a full day mediation session presided over
2 by Mediator Mark C. Peters, an experienced class action mediator. During the mediation session
3 and subsequent negotiations, each side, represented by her/their respective counsel, recognized
4 the risk of an adverse result in the Action and agreed to settle the Action and all other matters
5 covered by this Agreement pursuant to the terms and conditions of this Agreement.
6

7 **F.** Based on their own thorough, independent investigation and evaluation of this
8 case, Class Counsel are of the opinion that the settlement with Defendant for the consideration
9 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest
10 of the Settlement Class in light of all known facts and circumstances, including the risk of
11 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
12 Defendants, the risks of adverse determinations on the merits, and numerous potential appellate
13 issues. Although Defendants contend they have no liability in this case, Defendants' counsel
14 shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given
15 the respective risks associated with the case.
16

17 **G.** This Agreement represents a compromise and settlement of highly disputed
18 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants
19 that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class
20 on those claims or to the State, or as an admission by Plaintiff that Defendants' defenses raised
21 in the Action have merit. This Agreement is intended to fully, finally, and forever compromise,
22 release, resolve, discharge, and settle the released claims subject to the terms and conditions set
23 forth in this Agreement.
24

25 Based on the foregoing Recitals, the Parties agree as follows:
26
27

1 **III. SETTLEMENT TERMS AND CONDITIONS**

2 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
3 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
4 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not
5 preliminarily and finally approved, the conditional certification of the Settlement Class will be
6 of no force or effect, does not constitute an admission by Defendants that class certification is
7 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties
8 will litigate the issue of class certification.
9

10 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
11 Agreement, the Gross Settlement Amount of Three Hundred and Fifty Thousand Dollars and
12 Zero Cents (\$350,000.00), plus Defendants' employer share of employer-side payroll taxes, is
13 the maximum amount payable by Defendants. In no event will Defendants be required to pay
14 more than the Gross Settlement Amount for distribution to the Plaintiff, Class Counsel,
15 Participating Class Members, PAGA Members, LWDA, and Settlement Administrator. The
16 release provisions of this Settlement will not take effect until Defendants have paid in full the
17 First Installment Payment of the Gross Settlement Amount provided that Plaintiff retains the right
18 to seek to void such effect of the release in the event Defendants default on any subsequent
19 installment payment as such payments are set forth in this Settlement Agreement. In the event
20 Plaintiff establishes a payment default, this release will not take effect until Defendants have paid
21 the Gross Settlement Amount in full.
22

23 **C. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
24 conditions of this Agreement, the Settlement Administrator will make the following payments
25 out of the Gross Settlement Amount as follows:
26
27

1 **1. To Plaintiff.**

2 **(a) Class Representative Payment.** In addition to her Settlement
3 Share, Plaintiff will apply to the Court for an award of not more than Fifteen Thousand Dollars
4 and Zero Cents (\$15,000.00) as her Class Representative Payment. Defendants will not oppose
5 a Class Representative Payment of not more than \$15,000.00. Plaintiff will receive no other
6 payment other than her Settlement Share, her employee portion of the PAGA Payment and Class
7 Representative Payment, and acknowledges that she is aware of no other facts or circumstances
8 related to her employment with Defendants that could give rise to any additional entitlement to
9 any further payments. The Settlement Administrator will pay the Class Representative Payment
10 approved by the Court out of the Gross Settlement Amount. Payroll taxes, withholdings, and
11 deductions will not be taken from the Class Representative Payment, and instead a Form 1099
12 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all
13 responsibility and liability for the payment of taxes due on the Class Representative Payment.
14 The Class Representative Payment is in exchange for the release of Released Claims against the
15 Released Parties, the general Release of Claims by Plaintiff, and for Plaintiff's time, effort and
16 risk in bringing and prosecuting the Action. Any adjustments made by the Court to the requested
17 Class Representative Payment shall not be deemed a material modification of this Settlement
18 Agreement. In the event that the Court reduces or does not approve the requested Class
19 Representative Payment, the Settlement Agreement remains in full force and effect, Plaintiff
20 shall not have the right to revoke the Settlement for that reason, it shall remain binding, and any
21 portion of the Class Representative Payment not awarded to Plaintiff will not revert to
22 Defendants, but instead shall be returned to the Net Settlement Amount.
23
24
25

26 **2. To Class Counsel.** Class Counsel will apply to the Court for an award of
27
28

1 not more than One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Five
2 Cents (\$116,666.65) (which is 33 and 1/3% of the Gross Settlement Amount) as their Class
3 Counsel Fees Payment and an amount not more than Seventeen Thousand Five Hundred Dollars
4 and Zero Cents (\$17,500.00) as their Class Counsel Litigation Expenses Payment, and
5 Defendants will not oppose this request. The Settlement Administrator will pay the amount
6 approved by the Court (but not more than One Hundred Sixteen Thousand Six Hundred Sixty-
7 Six Dollars and Sixty-Five Cents (\$116,666.65) in fees and not more than Seventeen Thousand
8 Five Hundred Dollars and Zero Cents (\$17,500.00) in expenses) out of the Gross Settlement
9 Amount. Withholding and deductions will not be taken from the Class Counsel Fees and
10 Litigation Expenses Payment and one or more Forms 1099 will be issued to Class Counsel with
11 respect to those payments. In the event that the Court reduces or does not approve the requested
12 Class Counsel Fees Payment and/or Class Counsel Litigation Expenses, Plaintiff shall not have
13 the right to revoke this Settlement, and it will remain binding.
14

15
16 **3. To the Settlement Administrator.** The Settlement Administrator will be
17 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
18 Court in an amount currently estimated to not exceed Ten Thousand Dollars and Zero Cents
19 (\$10,000.00).
20

21 **4. To the LWDA.** Subject to Court approval, the Parties agree that the
22 amount of Four Thousand Dollars and Zero Cents (\$4,000.00) from the Gross Settlement Amount
23 will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to
24 PAGA, Seventy-Five Percent (75%), or Three Thousand Dollars and Zero Cents (\$3,000.00), of
25 this sum will be paid to the LWDA and Twenty-Five Percent (25%), or One Thousand Dollars
26 and Zero Cents (\$1,000.00), will become part of the Net Settlement Amount and will be
27

distributed to PAGA Members on a *pro rata* basis based on the total number of Individual Pay Periods (full or partial) worked by each PAGA Member during the PAGA Period. Partial Pay Periods shall be rounded up to the nearest whole integer. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to submit a request for exclusion to opt out of the Settlement.

D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.

Subject to the terms and conditions of this Agreement, the Settlement Administrator will distribute a payment from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows, understanding that the formulas below do not constitute an admission by either party, and are intended only to provide a practical means to simplify and administer the claims process:

(a) Participating Class Members' Settlement Shares. The settlement shares are allocated 20% to wages (for which employment taxes will be deducted and W-2s issued) and 80% to penalties and interest (for which 1099s will be issued).

(b) Class Portion of Settlement Ratio Calculation. The Settlement Administrator shall assign to each Class Member a "Class Settlement Ratio," which shall be a fractional number comprised of (a) that Class Member's Individual Pay Periods as the numerator, and (b) the aggregate total of all Class Members' Individual Pay Periods as the denominator. The Settlement Administrator shall assign to each Class Member the "Settlement Share" which shall be calculated by multiplying that Class Member's Settlement Ratio by the amount allocated to Class Members from the Net Settlement Amount.

(c) PAGA Portion of Settlement Ratio Calculation. The Settlement Administrator shall assign to each Class Member a "PAGA Settlement Ratio," which shall be a

fractional number comprised of (a) that PAGA Member's Individual Pay Periods during the PAGA Period as the numerator, and (b) the aggregate total of all PAGA Members' Individual Pay Periods during the PAGA Period as the denominator. The Settlement Administrator shall assign to each PAGA Member the "PAGA Settlement Share" which shall be calculated by multiplying that PAGA Member's Settlement Ratio by the amount allocated to PAGA Members from the Net Settlement Amount.

2. Settlement Share Worksheet. Upon calculation of the Class Members' and PAGA Members' Settlement Shares, the Settlement Administrator shall furnish to Class Counsel and Defense counsel a worksheet containing a list of unique identifying numbers for each of the Class Members with their corresponding Individual Pay Periods and Settlement Shares.

E. Taxes and Withholdings. Each Settlement Share is intended, in part, to settle the Class Members' claims for Defendants' alleged failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of PAGA and the unfair competition law. Each Class Member shall be individually responsible for the employee's share of applicable payroll tax withholdings and deductions. Accordingly, each Settlement Share allocated to wages will be reduced by applicable employee-side payroll tax withholdings and deductions, and the Settlement Administrator will issue a Form W-2 to each Participating Class Member. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. For PAGA Members who submit a timely and valid request for exclusion to opt out of the class portion of the Settlement, 100% of the individual Settlement Share to that individual shall be allocated as penalties, and not wages, for which the Settlement Administrator

1 will issue to the PAGA Member an IRS Form-1099. Defendants will be responsible for the
2 normal employer's share of any payroll tax attributable to the wage portion of the Settlement
3 Share payments. Defendants' payment of the normal employer's share of payroll taxes
4 attributable to the wage portion of the Settlement Share payments will be in addition to the Gross
5 Settlement Amount.

6
7 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
8 appoint Phoenix Settlement Administrators, a qualified administrator, to serve as the Settlement
9 Administrator, which, as a condition of appointment, will agree to be bound by this Agreement
10 with respect to the performance of its duties and its compensation. The Settlement Administrator
11 shall have the sole and exclusive responsibility for: (1) calculating Pay Periods and/or
12 Workweeks; (2) preparing, printing, and mailing the Class Notice to all Class Members as
13 directed by the Court; (3) using reasonable measures to contact all Class Members, including
14 conducting a National Change of Address search on all Class Members before mailing the Class
15 Notice to each Class Member's address; (4) receiving and reporting the objections and requests
16 for exclusion; (5) calculating Settlement Shares; (6) deducting all legally required taxes from
17 Settlement Shares; (7) providing declarations as necessary in support of preliminary and/or final
18 approval of this Settlement; and (8) other tasks as the Parties mutually agree or the Court orders
19 the Settlement Administrator to perform. The Settlement Administrator's duties will also include
20 re-mailing the Class Notice to the Class Member's new address for those Class Members whose
21 address has changed; providing the Parties with weekly status reports about the delivery of Class
22 Notice; calculating Settlement Shares; issuing and distributing checks to effectuate the payments
23 due under the Settlement; reporting to the Court as required; and otherwise administering the
24 Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and
25
26
27

1 expenses, including the cost of printing and mailing the Class Notice, will be paid out of the
2 Gross Settlement Amount, as set forth herein, subject to Court approval. Any portion of the of
3 the Settlement Administrator's fees and expenses that are not used or which are not awarded by
4 the Court will not revert to Defendants, but instead will be part of the Net Settlement Amount for
5 distribution to Participating Class Members. If the Settlement Administrator's fees and expenses
6 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), such cost will be deducted from the
7 Net Settlement Amount. The Settlement Administrator shall keep the Parties timely apprised of
8 the performance of all Settlement Administrator responsibilities. Defendant and Defendant's
9 Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement
10 Administrator's work, and shall not be bound by any contract or agreement entered into between
11 the Settlement Administrator and Class Counsel, if any. Plaintiff, Class Counsel, Defendant and
12 Defendant's Counsel shall not bear any responsibility for errors and omissions in the calculation
13 or distribution of the Settlement Shares or any other distribution of monies contemplated by this
14 Agreement.

17 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

18 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
19 will move the Court for an order granting Preliminary Approval of the Settlement (the "Motion
20 for Preliminary Approval"), setting a date for the Final Approval Hearing, and approving the
21 Class Notice (attached as **Exhibit A** to this Agreement), the Exclusion Request form (attached
22 as **Exhibit B** to this Agreement), and the Pay Periods Dispute form (attached as **Exhibit C** to
23 this Agreement). Any disagreement among the Parties concerning the Class Notice or other
24 documents necessary to implement the Settlement will be referred to the Court.

26 **1.** At the hearing on the Motion for Preliminary Approval, the Parties

anticipate that they will appear and support the granting of the motion, and that Class Counsel will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class and Setting Hearing for Final Approval of Settlement.

2. Should the Court decline to approve the Settlement, or the Settlement does not become final for any other reason, then the Settlement, and any documents generated to bring it into effect, will be null and void and the Parties will have no further obligations under it.

B. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with a “Class Notice.”

1. List of Class Members. Within fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide to the Settlement Administrator:

(a) An electronic database of all Class Members, last known mailing address, Social Security number, and Defendants' employee identification number ("Class Members' Data"). The Settlement Administrator shall be obligated to keep the Class Members' Data confidential and take reasonable and necessary precautions to maintain the confidentiality of the data. The Settlement Administrator shall not distribute the Class Members' Data to anyone, or use the Class Members' Data or any information contained therein for any purpose other than to administer this Settlement.

(b) Corresponding to each Class Member’s name, Defendants shall provide a figure indicating the total number of Pay Periods during the Class Period in which that Class Member was employed by Defendants as a Class Member and for which Pay Period Defendant issued the Class Member a wage statement. That number of Pay Periods shall be referred to as that Class Member’s “Individual Pay Periods.”

(c) If any of the Class Members' Data are unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Settlement Administrator. Class Members' Data will otherwise remain confidential and will not be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to Defendants' express written authorization or by order of the Court.

2. Mailing of Class Notice. Within fourteen (14) days after receiving the Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

3. Returned Class Notice. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days from receipt of the returned Class Notice, search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and otherwise work with Defendants' Counsel and Class Counsel to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed,

1 the Settlement Administrator will note for its own records and notify Class Counsel and
2 Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status
3 report provided to the Parties.

4 **4. Declaration of Settlement Administrator.** Not later than twenty-one
5 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
6 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
7 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
8 Administrator will supplement its declaration of due diligence if any material changes occur from
9 the date of the filing of its prior declaration.

11 **C. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her
12 estimated Settlement Share, the Class Member may produce evidence to the Settlement
13 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow
14 the directions on the Class Notice. To be valid and timely, all disputes and supporting documents
15 must be postmarked by the Response Deadline. A Class Member may use the Pay Periods
16 Dispute form (**Exhibit C** to this Settlement), though a Class Member is not obligated to do so to
17 dispute information in the Class Notice. Absent evidence rebutting Defendants' records,
18 Defendants' records will be presumed determinative. However, if a Class Member produces
19 evidence contrary to Defendants' records by the Response Deadline, the Settlement
20 Administrator shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute,
21 including providing all available relevant information to all counsel. The Parties will resolve all
22 disputes jointly, which shall be final and binding on any Class Member disputes, and shall
23 thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the
24 Parties cannot reach an agreement, the dispute shall be submitted to the Court for final
25
26
27

determination. All such disputes are to be resolved or submitted to the Court not later than fourteen (14) calendar days after the Response Deadline.

D. Requests for Exclusion from Settlement; and Objections to Settlement. Class Members may submit requests to be excluded from the Settlement, or objections to the Settlement, pursuant to the following procedures:

2. Request for Exclusion from Settlement. A Class Member may request to be excluded from the Settlement, and any payment of amounts under this Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Settlement. This letter must include the Class Member's name, address, telephone number, signature, and a clear statement requesting to be excluded from the settlement of the class claims, as set forth on the Request for Exclusion form or similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Rios-Roman v. Seasons Management, LLC*. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid and timely, the request to be excluded must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. A Class Member may use the Exclusion Request form (**Exhibit B** to this Settlement), though a Class Member is not obligated to do so to request exclusion from the Settlement. A Class Member who properly submits a valid and timely request to be excluded from the Settlement shall not receive any payment of any kind in connection with this Agreement or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no standing to object to the Settlement, except that the request for exclusion shall not be effective as to the release of claims arising under PAGA and shall not preclude the Class Member from receiving their share of the PAGA Payment. Any Class Member who does not affirmatively opt

1 out of the Settlement by submitting a timely Request for Exclusion will be a Participating Class
2 Member and will be bound by all of the terms of the Settlement including those pertaining to the
3 Released Claims, as well as any Final Order that may be entered by the Court if it grants final
4 approval of the Settlement. A request for exclusion must be mailed to the Settlement
5 Administrator at the address provided on the Class Notice. The Settlement Administrator shall
6 transmit the request for exclusion to counsel for the Parties **Objections to Settlement.** The Class
7 Notice will provide that any Class Member who does not request exclusion from the Action and
8 who wishes to object to the Settlement should submit an objection in writing to the Settlement
9 Administrator. To be valid, an objection must be postmarked by the Response Deadline and
10 received by the Settlement Administrator at the address specified. The written objection to the
11 Settlement should set forth the grounds for the objection and the other information required by
12 this paragraph. The objection should be mailed to the Settlement Administrator at the address
13 provided on the Class Notice. The Settlement Administrator shall transmit the objections to
14 counsel for the Parties. Counsel will promptly file such objection with the Court.

17 The written objection should state the objecting Class Member's full name, address, and
18 the approximate dates of his or her employment with Defendants. The written objection should
19 state the basis for each specific objection and any legal support in clear and concise terms. The
20 written objection also should state whether the Class Member intends to formally intervene and
21 become a party of record in the action, and upon formally intervening, appear and argue at the
22 Final Approval Hearing.

24 Regardless of whether an objecting Class Member complies with the objection procedure
25 encouraged above, the Court will provide a Class Member with the opportunity to speak at the
26 final approval hearing regardless of whether he or she has filed an appearance or submitted a
27

1 written opposition beforehand. If the objecting Class Member does not formally intervene in the
2 action and/or the Court rejects the Class Member's objection, the Class Member will still be
3 bound by the terms of this Agreement.

4 **E. Report.** Not later than fourteen (14) days after the deadline for submission of
5 requests for exclusion, the Settlement Administrator will provide the Parties with a complete and
6 accurate list of all Class Members who sent timely requests to be excluded from the Settlement
7 and all Class Members who objected to the Settlement.

8 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
9 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
10 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
11 If Class Members accounting for more than 5.00% of the Class submit valid requests to be
12 excluded from the Settlement, then Defendants shall have the unilateral right, but not the
13 obligation, to void this Settlement. Defendants may do so by giving notice to Class Counsel and
14 the Court of their election to void the Settlement not later than seven (7) days before the Final
15 Approval Hearing. No sums shall be payable by Defendants if this Agreement is voided as
16 provided for herein with one exception: Defendants agree to pay any fees owing to the Settlement
17 Administrator for services rendered in the event Defendants exercise their right to void the
18 Settlement.

19 **G. Additional Briefing and Final Approval.** Plaintiff will file with the Court a
20 motion for final approval of the Settlement and payment of the Settlement Administrator's
21 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and
22 Class Counsel will serve on Defendants and file with the Court a motion for awards of the Class
23 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
24

1 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

2 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
3 response to any Class Member's objection to the Settlement and/or reply in support of their
4 motion for final approval of the Settlement, and payment of the Settlement Administrator's
5 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
6 and Class Counsel may file replies in support of their motions for the Class Representative
7 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
8

9 If the Court ultimately does not grant final approval of the Settlement or grants final
10 approval conditioned on any material change to the Settlement, then either Party will have the
11 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further
12 obligations under the Settlement, including any obligation by Defendants to pay the Gross
13 Settlement Amount or any amounts that otherwise would have been payable under this
14 Agreement, except that Defendants and Plaintiff will jointly and equally pay the Settlement
15 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
16 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
17 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,
18 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
19 constitute a material modification to the Settlement within the meaning of this Paragraph and
20 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to
21 appeal awards of attorneys' fees and costs less than requested. The Parties agree that any such
22 appeal constitutes a dispute between Plaintiff, Class Counsel and the Court, and that Defendant
23 and Defendant's Counsel will not be involved and will not be expected to appear, file papers,
24 argue any position, or participate in any manner. Defendant's obligation to fund the Settlement
25
26
27

will be stayed until any such appeal is fully resolved.

Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry a Proposed Final Order and Judgment. The Final Order and Judgment shall permanently bar all Participating Class Members from prosecuting against Defendants any claims within the scope of the Releases contained in this Agreement.

After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

H. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval a reasonable time prior to filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

I. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, and that no Participating Class Member timely objects to the Settlement and formally intervenes into the action as required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 4th 260, 228 Cal. Rptr. 3d 106 (2018) or files a motion pursuant to Civil Procedure Code section 663, Plaintiff, Participating Class Members, Defendants, Class Counsel, and Defendant's Counsel hereby waive, except as provided for in this Agreement or prohibited by law, any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate

1 proceeding, such as a motion to vacate judgment, a motion for new trial, any extraordinary writ,
2 and any appeal, and the Judgment therefore will become non-appealable at the time it is entered.
3 The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
4 proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for
5 consummation of the Settlement (including making any payments under the Settlement) will be
6 suspended until the appeal is fully and finally resolved and the Judgment, consistent with the
7 terms of this Agreement, becomes Final.
8

9 **J. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
10 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
11 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies
12 the Judgment such that there is a material modification to the Settlement (including, but not
13 limited to, the scope of release with respect to Participating Class Members), and that court's
14 decision is not completely reversed and the Judgment is not fully affirmed on review by a higher
15 court, then either Plaintiff or Defendants will have the unilateral right to void the Settlement,
16 which the Party must do by giving written notice to the other Parties, the reviewing court, and
17 the Court, not later than fourteen (14) days after the reviewing court's decision vacating,
18 reversing, or materially modifying the Judgment becomes final. The Party exercising her/their
19 right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing
20 to the Settlement Administrator for services rendered. An order vacating, reversing or modifying
21 the Court's award of the Class Representative Payment, or the Class Counsel Fees Payment
22 and/or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or
23 material modification of the Judgment within the meaning of this paragraph, and shall not render
24 the Settlement voidable, provided that Defendant's obligation to make payments under this
25
26
27

1 Settlement will remain limited by the Gross Settlement Amount.

2 **K. Establishment of Settlement Account and Installment Payments.** The
3 Settlement Administrator shall establish an interest-bearing Settlement Account for distributing
4 Settlement Shares and Payments identified in this Agreement. Defendants shall pay the Gross
5 Settlement Amount (exclusive of any interest that may accrue in the interest-bearing account, as
6 provided in this Section) pursuant to the following two-year payment plan: (1) a payment
7 installment in the amount of \$116,666.66 (“First Installment Payment”) within ten (10) calendar
8 days of the Effective Date; (2) monthly payments thereafter in the amount of at least \$10,144.93
9 payable on or before the first of each month for 23 months or until the full Gross Settlement
10 Amount (exclusive of any interest that shall accrue in the interest-bearing account) is met,
11 (“Monthly Installment Payments”). Defendants shall wire the Monthly Installments to an
12 interest-bearing account to be established and maintained by the Settlement Administrator. All
13 interest that shall accrue in said account on any portions of the Gross Settlement Amount shall
14 be paid out to Participating Class Members as part of any Net Settlement Amount. The Settlement
15 Administrator shall establish and maintain a Qualified Settlement Fund for the collection and
16 administration of settlement funds.

17 **L. Payment of Settlement Shares.** There will be multiple distributions of the Gross
18 Settlement Amount as follows:

19 **1. First Distribution.** Within fourteen (14) calendar days of the Effective
20 Date, or within ten (10) calendar days of the deadline for the First Installment Payment
21 (whichever is later), the Settlement Administrator shall distribute, *pro rata*, the portion of the
22 Gross Settlement Amount Defendants paid by that date (*i.e.*, *pro rata* Settlement Shares),
23 including *pro rata* portions of the PAGA payment, Class Representative Payment, the Class
24
25
26
27

1 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Settlement
2 Administrator's payment.

3 **2. Second Distribution.** Within ten (10) calendar days of the date on which
4 Defendants have funded at least half of the Gross Settlement Amount in conformity with the two-
5 year payment plan set forth in Section IV.K., or twelve (12) months after the First Installment
6 Payment, whichever is earlier, the Settlement Administrator shall distribute, *pro rata*, the portion
7 of the Gross Settlement Amount Defendants paid since the first distribution (*i.e.*, additional *pro*
8 *rata* Settlement Shares), including *pro rata* portions of the PAGA payment, Class Representative
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Settlement Administrator's payment.

11 **3. Third Distribution.** Within ten (10) calendar days of the date on which
12 the last Monthly Installment Payment is due in conformity with the two-year payment plan set
13 forth in Section IV.K, the Settlement Administrator shall distribute, *pro rata*, the remaining
14 portion of the Gross Settlement Amount (*i.e.*, remaining *pro rata* Settlement Shares plus a *pro*
15 *rata* share of any interest that has accrued pursuant to Section IV.K.), remaining *pro rata* portions
16 of the PAGA payment, Class Representative Payment, the Class Counsel Fees Payment, the
17 Class Counsel Litigation Expenses Payment, and the Settlement Administrator's payment.

18 **M. Default on Payment.** In the event Defendants fail to pay any portion of the Gross
19 Settlement Amount, it shall be considered a default. In the event Defendants fail to make any
20 payment on the date it is due, the Settlement Administrator will provide notice to Class Counsel
21 and Defense Counsel within five (5) business days of the missed payment. Thereafter,
22 Defendants will have fifteen (15) days to cure the default and tender payment to the Settlement
23 Administrator. In the event Defendants fail to cure the default within the times set forth herein,
24
25
26
27

Plaintiff may, among other remedies, elect to enter judgment against Defendants, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

N. Uncashed Settlement Share Checks. Any check issued by the Settlement Administrator to Class Members who do not timely and validly opt out shall be negotiable for one hundred and eighty (180) calendar days. Those funds represented by checks returned as undeliverable and those checks remaining un-cashed for more than 180 days after issuance (collectively, “Voided Settlement Checks”), plus any interest that has accrued on those funds, will be paid to the California Unclaimed Property Fund.

O. The Settlement Administrator will mail or wire all required payments no later than fourteen (14) calendar days after receipt of the funds representing the Gross Settlement Amount from Defendants. Proof of payment will be filed with the Court.

P. Final Report by Settlement Administrator to Court. Within ten (10) calendar days after final disbursement of all funds from the Settlement Account, the Settlement Administrator will serve on the Parties for filing with the Court a declaration providing a final summary report on the disbursements of all funds from the Settlement Account.

V. RELEASE OF CLAIMS

A. Plaintiff and Class Members. The Parties agree that it is their intent that the resolution set forth in this Settlement will release and discharge the Released Claims by way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Settlement Class Members (including participation to any extent in any representative or collective action) against the Released Parties. This release

1 will not take effect until Defendants have paid in full the First Installment Payment of the Gross
2 Settlement Amount provided that Plaintiff retains the right to seek to void such effect of the
3 release in the event Defendants default on any subsequent installment payment as such payments
4 are set forth in this Settlement Agreement. In the event Plaintiff establishes a payment default,
5 this release will not take effect until Defendants have paid the Gross Settlement Amount in full.
6 All PAGA Members, regardless of whether they submit timely and valid requests for exclusion
7 from the Settlement, will release all Released Claims under PAGA against the Released Parties.
8 The State of California will also release all Released Claims under PAGA against the Released
9 Parties.
10

11 **B. Release of Claims by Plaintiff.** Upon the Effective Date, in addition to the claims
12 being released by all Participating Class Members, Plaintiff will provide the following additional
13 general release (“General Release”): Plaintiff, on her own behalf and on behalf of her heirs,
14 spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the
15 Released Parties from all claims, demand, rights, liabilities and causes of action of every nature
16 and description whatsoever, known or unknown, asserted or that might have been asserted,
17 whether in tort, contract, or violation of any state or federal statute, rule or regulation arising out
18 of, relating to, or in connection with any act or omission by or on the part of any of the Released
19 Parties committed or omitted prior to the execution of this Agreement, including, but not limited
20 to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage
21 Orders of California’s Industrial Welfare Commission, other state wage and hour laws, the
22 Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the
23 Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
24 Family Rights Act, the Family Medical Leave Act, California’s Whistleblower Protection Act,
25
26
27

1 and California Business & Professions Code Section 17200 *et seq.* Plaintiff's General Release
2 set forth herein shall include a waiver of all rights under California Civil Code §1542, which
3 includes a release of all known and unknown claims against the Released Parties. Civil Code
4 section 1542 provides:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
7 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
8 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
10 **OR RELEASED PARTY.**

11 Upon the Effective Date, Plaintiff will be deemed to have expressly waived all her rights and
12 benefits under Civil Code §1542. Plaintiff's release excludes any claim for worker's
13 compensation against Defendants.

14 **C. Class Counsel.** As of the date the Judgment becomes Final, and except as
15 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class
16 Counsel (The Spivak Law Firm and United Employees Law Group), including without limitation
17 David G. Spivak, Esq. and Walter L. Haines, Esq., waive any claim to costs and attorneys' fees
18 and expenses against Defendants or the Released Parties arising from or related to the Action,
19 except those incurred to enforce this Agreement and collect the Judgment, including but not
20 limited to claims based on the California Labor Code, the California Civil Code, the California
21 Code of Civil Procedure, the Fair Labor and Standards Act, or any other statute or law (the "Class
22 Counsel Released Claims").

23 **D. Tax Liability.** Defendants make no representation as to the tax treatment or legal
24 effect of the payments called for in this Agreement, and Plaintiff, Settlement Class Members,
25 and PAGA Members are not relying on any statement, representation, or calculation by
26 Defendants or by the Settlement Administrator in this regard. Plaintiff, Settlement Class
27

1 Members, and PAGA Members understand and agree that except for Defendants' payment of the
2 employer's portion of any payroll taxes, they will be solely responsible for the payment of any
3 taxes and penalties assessed on the payments issued to them under the Settlement, as described
4 herein, and will be solely responsible for any penalties or other obligations resulting from their
5 personal tax reporting of such payments.
6

7 **E. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
8 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
9 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
10 PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
11 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
12 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
13 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
15 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
16 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
17 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND
18 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
19 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
20 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
21 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
22 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
23 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
24 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
25
26
27

1 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
2 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
3 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
4 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
5 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
6 AGREEMENT.
7

8 **F. Notice of Settlement to the LWDA.** Plaintiff hereby represents that Plaintiff will
9 provide notice of the Agreement and proposed settlement to the Labor and Workforce
10 Development Agency at the time the motion for preliminary approval is filed, as required by
11 Labor Code Section 2699(1)(2).
12

13 **VI. NON-PUBLICITY PROVISION**

14 Plaintiff and Plaintiff’s counsel agree not to disclose or publicize the Settlement,
15 including the fact of the Settlement, in any manner or form, directly or indirectly, to any person
16 or entity, except potential class members and as shall be contractually required to effectuate the
17 terms of the Settlement. For avoidance of doubt, this section means that Plaintiff and Plaintiff’s
18 counsel agree that they will not issue any press releases, initiate any contact with the press,
19 respond to any press inquiry, or have any communication with the press about the fact, amount,
20 or terms of the Settlement. In addition, Plaintiff and Plaintiff’s counsel agree that they will not
21 engage in any advertising or distribute any marketing materials relating to the Settlement of this
22 case in any manner that identifies the Defendants, including but not limited to any postings on
23 any websites maintained by Class Counsel. Neither Plaintiff nor Class Counsel will discuss the
24 terms or the fact of the Settlement with third parties other than (1) their immediate family
25 members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other
26
27

1 Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or conditions
2 of this Settlement in any manner that identifies the Defendants. However, Class Counsel may
3 identify this Settlement in other matters to demonstrate their adequacy as counsel in such other
4 matters.

5 **VII. MISCELLANEOUS TERMS**

6
7 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
8 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
9 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
10 and Class Members will be deemed to have waived all such claims, whether known or unknown
11 by them, as part of their release of claims under this Agreement.

12 **B. No Admission of Liability.** Defendants deny that they have engaged in any
13 unlawful activity, have failed to comply with the law in any respect, or have any liability to
14 anyone under the claims asserted in the Action. This Agreement is entered into solely for the
15 purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will
16 be construed as an admission of liability or wrongdoing by Defendants, or an admission by
17 Plaintiff that any of her claims was non-meritorious or any defense asserted by Defendants was
18 meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the
19 Action will have no bearing on, and will not be admissible in connection with, any litigation
20 (other than solely in connection with the Settlement).

21
22 **C.** Whether or not the Judgment becomes Final, neither the Settlement, this
23 Agreement, any document, statement, proceeding or conduct related to the Settlement or the
24 Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or
25 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
26
27

1 Defendants or any other Released Parties, including, but not limited to, evidence of a
2 presumption, concession, indication or admission by any of the Released Parties of any liability,
3 fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in
4 evidence against any of the Released Parties, in any further proceeding in the Action, or any other
5 civil, criminal or administrative action or proceeding except for purposes of effectuating the
6 Settlement pursuant to this Agreement.
7

8 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
9 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
10 between the Parties relating to the Settlement, and it will then be deemed that no oral
11 representations, warranties, covenants, or inducements have been made to any Party concerning
12 this Agreement or its exhibits other than the representations, warranties, covenants, and
13 inducements expressly stated in this Agreement and its exhibits.
14

15 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
16 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
19 Plaintiff warrants and represents that she is authorized to sign this Agreement and that she has
20 not assigned any claim, or part of a claim, covered by this Settlement to a third party. The Parties
21 and their counsel will cooperate with each other and use their best efforts to effect the
22 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
23 form or content of any document needed to implement the Agreement, or on any supplemental
24 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
25 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions
26
27

1 and assistance of the court will be consistent with this Agreement.

2 **F. Use and Return of Documents and Data.** Upon written request from
3 Defendants, Class Counsel will return or destroy all originals, copies, and summaries of
4 documents and data provided to Class Counsel by Defendants in connection with the settlement
5 negotiations in this matter. Class Counsel will confirm in writing to Defendants the destruction
6 of all such documents and data within fourteen (14) days of such request. All originals, copies,
7 and summaries of documents and data provided to Class Counsel by Defendants and/or
8 Defendants' Counsel in connection with the mediation or other settlement negotiations in this
9 matter may be used only with respect to this Settlement, and for no other purpose, and may not
10 be used in any way that violates any existing contractual agreement, statute or rule.

12 **G. Modification of Agreement.** This Agreement, and all parts of it, may be
13 amended, modified, changed, or waived only by an express written instrument signed by all
14 Parties or their successors-in-interest, and as may be approved by the Court.

16 **H. Agreement Binding on Successors.** This Agreement will be binding upon, and
17 inure to the benefit of, the successors of each of the Parties hereto, as previously defined.

18 **I. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
19 be governed by and interpreted according to the laws of the State of California, without giving
20 effect to any conflict of law principles or choice of law principles.

22 **J. Cooperation in Drafting.** The Parties have cooperated in the drafting and
23 preparation of this Agreement. This Agreement will not be construed against any Party on the
24 basis that the Party was the drafter or participated in the drafting.

25 **K. Fair Settlement.** The Parties and their respective counsel believe and warrant that
26 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
27

1 at this Agreement through arms-length negotiations and in the context of adversarial litigation,
2 considering all relevant factors, current and potential. The Parties further acknowledge that they
3 are each represented by competent counsel and that they have had an opportunity to consult with
4 their counsel regarding the fairness and reasonableness of this Settlement.

5 **L. Headings.** The descriptive heading of any section or paragraph of this Agreement
6 is inserted for convenience of reference only and does not constitute a part of this Agreement.

7 **M. Notice.** All notices, demands or other communications given under this
8 Agreement will be in writing and deemed to have been duly given as of the third calendar day
9 after mailing by United States mail, addressed as follows:
10

11 *To Class Counsel:*
12 David G. Spivak, Esq.
13 The Spivak Law Firm
14 8605 Santa Monica Bl
15 PMB 42554
16 West Hollywood, CA 90069

To Defense Counsel:
Carolyn B. Hall, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.
One Embarcadero Center
Suite 900
San Francisco, CA 94111

17 **N. Execution in Counterpart.** This Agreement may be executed in one or more
18 counterparts. All executed counterparts and each of them will be deemed to be one and the same
19 instrument provided that counsel for the Parties will exchange between themselves original
20 signed counterparts. Facsimile signatures will be presumptive evidence of execution of the
21 original, which shall be produced on reasonable request. Any executed counterpart will be
22 admissible to prove the existence and contents of this Agreement.

23 **O. Stay of Litigation.** The Parties agree that upon the signing of this Agreement by
24 the Parties hereto the continuing litigation of the Action shall be stayed.

25 The Parties indicate by signing below their approval of the form of this Settlement
26
27

1 Agreement (and exhibits thereto).

2
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set
5 forth.

6 **IT IS SO AGREED:**

7 07 / 12 / 2022
8 Dated: June __, 2022

By: 
9 MARIA RIOS-ROMAN, Plaintiff

10
11 Dated: June __, 2022

By: _____
12 Seasons Management, LLC, SM Santa
13 Cruz Limited Partnership, and SL – Sun
14 Oak, LLC, Defendants

15 **APPROVED AS TO FORM:**

16 THE SPIVAK LAW FIRM

17 Dated: June __, 2022

By: _____
18 DAVID G. SPIVAK, Attorneys for
19 Plaintiff, MARIA RIOS-ROMAN, and
20 all others similarly situated

21 UNITED EMPLOYEES LAW GROUP

22
23 Dated: June __, 2022

By: _____
24 WALTER L. HAINES, Attorneys for
25 Plaintiff, MARIA RIOS-ROMAN, and
26 all others similarly situated

1 Agreement (and exhibits thereto).

2
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set
5 forth.

6 **IT IS SO AGREED:**

7
8 Dated: June ___, 2022

By: _____
MARIA RIOS-ROMAN, Plaintiff

9
10
11 Dated: June ___, 2022

By: _____
Seasons Management, LLC, SM Santa
Cruz Limited Partnership, and SL – Sun
Oak, LLC, Defendants

12
13
14 **APPROVED AS TO FORM:**

15 THE SPIVAK LAW FIRM

16
17 Dated: June 22, 2022

By: 

DAVID G. SPIVAK, Attorneys for
Plaintiff, MARIA RIOS-ROMAN, and
all others similarly situated

18
19
20
21 UNITED EMPLOYEES LAW GROUP

22
23 Dated: June ___, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA RIOS-ROMAN, and
all others similarly situated

1 Agreement (and exhibits thereto).

2
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set
5 forth.

6 **IT IS SO AGREED:**

7
8 Dated: June __, 2022

By: _____
MARIA RIOS-ROMAN, Plaintiff

9
10
11 Dated: June __, 2022

By: _____
Seasons Management, LLC, SM Santa
Cruz Limited Partnership, and SL – Sun
Oak, LLC, Defendants

12
13
14 **APPROVED AS TO FORM:**

15 THE SPIVAK LAW FIRM

16
17 Dated: June __, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, MARIA RIOS-ROMAN, and
all others similarly situated

18
19
20
21 UNITED EMPLOYEES LAW GROUP

22
23 Dated: June 21, 2022

By:  _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA RIOS-ROMAN, and
all others similarly situated

1 Agreement (and exhibits thereto).

2
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set
5 forth.

6 **IT IS SO AGREED:**

7
8 Dated: June ___, 2022

By: _____
MARIA RIOS-ROMAN, Plaintiff

9
10
11 Dated: July 18, 2022

By: 
Seasons Management, LLC, SM Santa
Cruz Limited Partnership, and SL – Sun
Oak, LLC, Defendants

12
13
14 **APPROVED AS TO FORM:**

15 THE SPIVAK LAW FIRM

16
17 Dated: June ___, 2022

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff, MARIA RIOS-ROMAN, and
all others similarly situated

18
19
20
21 UNITED EMPLOYEES LAW GROUP

22
23 Dated: June ___, 2022

By: _____
WALTER L. HAINES, Attorneys for
Plaintiff, MARIA RIOS-ROMAN, and
all others similarly situated

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

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: July 18, 2022

By: 

CAROLYN B. HALL, Attorneys for
Defendants, SEASONS
MANAGEMENT, LLC, SM SANTA
CRUZ LIMITED PARTNERSHIP, and
SL – Sun Oak, LLC

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

EXHIBIT A

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR COURT APPROVAL**

3 *Maria Rios-Roman v. Seasons Management, LLC, et al., Case No. 20CV00783*

4 **As a current or former hourly, non-exempt employee of Seasons Management, LLC, SM**
5 **Santa Cruz Limited Partnership or SL – Sun Oak, LLC in California, you may be**
6 **entitled to receive money from a class action and representative action settlement.**

7 PHOENIX ID: <<PHOENIX ID>>
8 <<Name>>
9 <<Address1>>
10 <<Address2>>
11 <<City>>, <<State>> <<Zip Code>>

Please provide current address (if different) here:

12 *The Santa Cruz County Superior Court has authorized this Class Notice.*
13 *This is not a solicitation from a lawyer.*

14 You are not being sued. However, your legal rights are affected whether you act or not.

15 PLEASE READ THIS NOTICE.

16 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION
17 SETTLEMENT IF YOU ARE A CURRENT OR FORMER HOURLY, NON-EXEMPT
18 EMPLOYEE OF SEASONS MANAGEMENT, LLC, SM SANTA CRUZ LIMITED
19 PARTNERSHIP OR SL – SUN OAK, LLC IN THE STATE OF CALIFORNIA BETWEEN
20 NOVEMBER 13, 2016 AND THE PRELIMINARY APPROVAL ORDER DATE.

- 21 • A proposed settlement of \$350,000.00 (the “Gross Settlement Amount”) will be used to pay
22 claims to: All persons Defendants Seasons Management, LLC, SM Santa Cruz Limited
23 Partnership and SL – Sun Oak, LLC employed in California as hourly, non-exempt
24 employees during the “Class Period” of November 13, 2016 to the preliminary approval order
25 date (the “Class Members”). The Gross Settlement Amount includes (a) expenses and fees of
26 the Settlement Administrator up to \$10,000.00; (b) an Class Representative Payment of
27 \$15,000.00 to the Plaintiff Maria Rios-Roman as the class representative; (c) attorneys’ fees
28 of up to \$116,666.65 and litigation expenses of up to \$17,500.00 to Class Counsel; and (d)
29 \$4,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act,
30 California Labor Code Section 2698, *et seq.* (“PAGA”) (75% of which will go to the
31 California Labor & Workforce Development Agency (“LWDA”) and 25% of which will go
32 to Class Members). The Court must approve these payments at the Final Approval Hearing.
- 33 • The settlement resolves a lawsuit entitled *Maria Rios-Roman v. Seasons Management, LLC,*
34 *at al., Case No. 20CV00783* (the “Action”) for Defendants’ alleged failure to pay wages,
35 failure to provide meal periods, failure to authorize and permit rest periods, failure to issue
36 proper wage statements, failure to timely pay wages, and other legal consequences that would

1 follow from these failures, including claims under California's Business & Professions Code
2 and PAGA. This settlement avoids the costs and risks from continuing the Action, pays
money to persons like you, and releases Defendants from alleged liability.

- 3 • The Court has not made a determination of the validity of the claims in the Action.
4 Defendants have denied, and continue to deny the factual and legal allegations raised in the
5 Action and believes they have no liability for any of Plaintiff's or the Class Members' claims
6 under any statute, wage order, common law, or equitable theory.. By agreeing to settle,
7 Defendants are not admitting liability on any of the factual allegations or claims in the Action
8 or that the Action can or should proceed as a class or representative action. Defendants have
agreed to settle the case as part of a compromise with Plaintiff. The Settlement is not an
admission of any wrongdoing by Defendants or an indication that Defendants violated the
law.
- 9 • The Parties reached a Settlement subject to Court approval as represented by the Joint
10 Stipulation of Class Action and PAGA Settlement (the "Settlement" or "Settlement
11 Agreement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate,
12 and that it is in the best interests of Class Members. Likewise, Defendants have decided that
13 settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and
settlement immediately resolves, finally and completely, the pending and potential claims.
By settling this lawsuit, Defendants do not admit, concede, or imply that they have done
anything wrong or legally actionable.
- 14 • Class Members who do not opt out of the Settlement will receive a payment based on the
15 number of Pay Periods, rounded up to the nearest full Pay Period, during the Class Period.

16 **PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.**
17 **YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

18 **HOW MUCH WILL I GET?**

19 You have a total number of <<number of Pay Periods>> Pay Periods during the Class Period.

20 It is expected that you will receive approximately <<Individual Settlement Payment amount>>
from this Settlement.

21 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

22 DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
23 OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.
24 OBJECT TO THE 25 SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.

DISPUTE THE PAY PERIODS CALCULATION	If you feel that you worked a different amount of Pay Periods as an hourly, non-exempt employee than identified above, you may dispute that calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, Phoenix Settlement Administrators, providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because Defendants' records indicate that you work, or used to work, for Defendants in California as a non-exempt employee, and you have a right to know about the proposed settlement in the Action and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Action, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Santa Cruz County Superior Court. The person who sued is called "Plaintiff" and the organizations she sued are called "Defendants."

2. What is the Action about?

In the Action, Maria Rios-Roman ("Plaintiff") alleged multiple violations of the California Labor Code, the California Business & Professions Code, and PAGA, including causes of action for: failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, unfair competition under California's Business & Professions Code, and claims for civil penalties for violations of the PAGA.

Defendants have denied, and continue to deny, the factual and legal allegations raised in the Action and believe they have no liability for any of Plaintiff's or Class Members' claims under any statute, wage order, common law, or equitable theory. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the Action can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff. The Settlement is not an admission of any wrongdoing by Defendants or an indication that Defendants violated any law.

3. Why is there a settlement?

1 The parties disagree on the probable outcome of the case with respect to liability, damages, and
2 how much money could be recovered if the Plaintiff won at trial. Defendants believe the Plaintiff
3 would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or
4 Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses,
5 and disruption associated with continued litigation and they have therefore chosen to resolve
6 their differences by entering into a settlement. By doing so, the parties can avoid the cost of a
7 trial, yet Class Members are still entitled to receive payments if they comply with the instructions
8 in this Class Notice. The parties entered into this settlement after arms-length negotiations while
9 using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel
10 believe that the proposed settlement is fair and reasonable and is in the best interest of the Class
11 Members.

12 4. What is a class action settlement?

13 The Court must approve the terms of the proposed settlement as fair and reasonable. Once
14 approved, the settlement will affect all Class Members, except those who have properly opted
15 out. This Class Notice explains your legal rights, the terms of the settlement, what you must do
16 to participate, and the amount of money you may receive. Please read this entire Class Notice
17 carefully.

18 5. What should I do?

19 You can do nothing, and if you are entitled to a payment, you will be paid a proportionate share
20 of the Net Settlement Amount approved by the Court. Be mindful, however, that if this Class
21 Notice reaches you and the address where you now live is different, you need to contact the
22 Settlement Administrator and provide updated information so that any future correspondence or
23 the settlement check itself reaches you and is not returned as an address unknown.

24 6. How much will my payment be?

25 After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is
26 available for review), the remainder will be used to pay Class Members a pro-rata payment based
27 on the number of Pay Periods each Class Member worked during the Class Period and PAGA
28 Members a pro-rata payment based on the number of Pay Periods each PAGA Member worked
during the PAGA Period (“Pro-Rata Share”).

The Settlement Administrator shall determine how many Pay Periods each such Class Member
has.

Your estimated payment is listed above, on page 2 of this document. If you do not dispute your
Pay Periods calculation, and do not opt out of the settlement, you will be bound by the settlement
and receive a settlement payment. **In other words, you do not need to take any action to
receive a settlement payment.**

If you wish to dispute the number of Pay Periods credited to you, you must write to the Settlement
Administrator indicating what you believe is incorrect and return it on or before <<date>> [60

1 days after initial mailing] via U.S. Mail with proof of the submission date (such as a postmark
2 or delivery service date stamp). You may use the enclosed Pay Periods Dispute Form for this
3 purpose. If the Settlement Administrator re-mailed your Class Notice to a new address, you will
4 have additional 15 days from the date of the re-mailed Class Notice to write to the Settlement
5 Administrator to dispute your Pay Periods information. You must also send any documents or
6 other information that you contend supports your belief that the information set forth above is
incorrect. The Settlement Administrator will resolve any dispute based upon Defendants' records
and any information you provide. Please be advised that the information on this Notice is
presumed to be correct unless the documents you submit are company records from Defendants.

7. When would I get my payment?

8 The Court will hold a hearing on <<final approval hearing date>> at <<final approval hearing
9 time>> .m to decide whether to approve the proposed settlement. If the Court approves the
10 settlement and anyone objects, there may be appeals. It is always uncertain when these objections
11 and appeals can be resolved, and resolving them can take time. To check on the progress of the
settlement, call the Settlement Administrator at <<settlement administrator phone number>>, or
contact Class Counsel (see below for Class Counsel's contact information.). Please be patient.

12 Defendants will pay the Gross Settlement Amount in three (3) annual \$116,666.66 installments,
13 by way of monthly payments to an interest-bearing account to be set up by the Settlement
14 Administrator. There will be three (3) annual distributions of the Gross Settlement Amount. The
parties do not expect the final distribution to take place until [insert], so please be patient and, if
you change your address, advise the Settlement Administrator immediately.

15 You will have 180 days to cash your settlement check. If a mailed individual settlement payment
16 is not cashed by <<check cashing deadline>> (within 180 days of the date printed on the check),
17 all uncashed funds will be paid to the California State Controller's Office Unclaimed Property
18 Fund with the identity of the Class Member to whom the funds belong, to be held for the Class
Member.

8. What am I releasing?

19 If you do not exclude yourself from the settlement (according to the procedures explained below),
20 you will release certain claims as follows:

21 The Parties agree that it is their intent that the resolution set forth in this Settlement will
22 release and discharge the Released Claims by way of any further attempt, by lawsuit,
23 administrative claim or action, arbitration, demand, or other action of any kind by each
24 and all of the Settlement Class Members (including participation to any extent in any
representative or collective action) against the Released Parties. This release will not take
effect until Defendants have paid in full the First Installment Payment of the Gross
Settlement Amount provided that Plaintiff retains the right to seek to void such effect of
the release in the event Defendants default on any subsequent installment payment as
such payments are set forth in the Settlement Agreement. In the event Plaintiff establishes
a payment default, this release will not take effect until Defendants have paid the Gross
Settlement Amount in full. All PAGA Members, regardless of whether they submit timely

1 and valid requests for exclusion from the Settlement, will release all Released Claims
2 under PAGA against the Released Parties. The State of California will also release all
Released Claims under PAGA against the Released Parties.

3 **“Released Claims”** shall mean all claims, rights, demands, liabilities and causes of action
4 that are alleged in the operative complaint, or reasonably could have been alleged based
5 on the facts and legal theories contained in the operative complaint and/or in the letter(s)
6 sent by Plaintiff to the LWDA concerning Defendants and the other Released Parties,
7 whether sounding in law or equity, tort, contract, statute, or other applicable federal, state
8 or local law or regulation, including but not limited to the following claims: (1) failure to
9 pay wages, including overtime and regular wages and including failure to properly
10 calculate the regular rate; (2) failure to provide meal periods; (3) failure to authorize and
11 permit rest periods; (4) failure to issue proper wage statements, failure to timely pay
12 wages, unfair business practices that could have been premised on the claims, causes of
13 action or legal theories of relief described above or any of the claims, causes of action or
14 legal theories of relief pleaded in the Action, all claims under PAGA or for civil penalties
15 that could have been premised on the claims, causes of action or legal theories described
16 above or any of the claims, causes of action or legal theories of relief pleaded in the Action
17 or Plaintiff’s letter(s) to the LWDA, including but not limited to the California Code of
18 Regulations and to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
19 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, and 2699; and any and
20 all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest
21 or attorneys’ fees or costs resulting therefrom and other amounts recoverable under said
22 causes of action under California and federal law, to the extent permissible, including but
23 not limited to the California Labor Code as to the facts alleged in the Action, the
24 applicable Wage Orders as to the facts alleged in the Action, and the California Unfair
25 Competition Law (collectively, the “Released Claims”). The period of the Release shall
26 extend to the limits of the Class Period. The res judicata effect of the Judgment will be
27 the same as that of the Release. The definition of Released Claims shall not be limited in
28 any way by the possibility that Plaintiff or Participating Class Members may discover
new facts, legal theories, or legal arguments not alleged in the operative complaint but
which might serve as an alternative basis for pursuing the same claims, causes of action,
or legal theories of relief falling within the definition of Released Claims.. Released
Claims shall not apply to claims for workers’ compensation benefits, unemployment
insurance benefits, or any other claim or right that as a matter of law cannot be waived or
released. The Parties acknowledge that Released Claims includes any claims for penalties
by a PAGA Member resulting from any LWDA investigation. The Parties will meet and
confer in good faith if the Court requires changes to the scope of the Released Claims.

3 **“Released Parties”** shall mean Defendants, and all their past, present and/or future, direct
4 and/or indirect, officers, directors, members, managers, employees, agents,
5 representatives, attorneys, insurers, partners, investors, shareholders, stockholders,
6 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
7 successors, assigns, joint employers, consultants, subcontractors, servants, equity
8 sponsors, related corporations, divisions, joint venturers, service providers, employee

1 benefit plans and fiduciaries thereof, affiliated organizations, and all persons acting
2 under, by, through or in concert with any of them, and each of them.

3 The release provisions of this Settlement will not take effect until Defendants have paid in full
4 the First Installment Payment of the Gross Settlement Amount provided that Plaintiff retains the
5 right to seek to void such effect of the release in the event Defendants default on any subsequent
6 installment payment as such payments are set forth in this Settlement Agreement. In the event
7 Plaintiff establishes a payment default, this release will not take effect until Defendants have paid
8 the Gross Settlement Amount in full.

9. How can I opt out of this settlement?

9 If you wish to be excluded from participating in the settlement, you can opt out of this settlement
10 and retain your rights. To do so, you must send a letter by mail to the Settlement Administrator
11 with the following sentence, or something similar, stating: "I request to be excluded from the
12 class action proceedings in the matter of *Maria Rios-Roman v. Seasons Management, LLC*, Case
13 No. 20CV00783." You may use the enclosed "Election not to Participate in Settlement Form"
14 for this purpose. You will have 60 **days** from the date of mailing of this Class Notice to do so.
15 Your Opt-Out request must be in writing and mailed to the Settlement Administrator, Phoenix
16 Settlement Administrators, <<settlement administrator mailing address>> and be postmarked no
17 later than <<response deadline>>, or it will not be considered and you will be bound by the
18 settlement. If the Settlement Administrator re-mailed your Class Notice to a new address, you
19 will have additional 15 days from the date of the re-mailed Class Notice to opt out. You must
20 include your full name (and former names, if any) and address in your request and you must sign
21 the written request. However, you cannot opt-out of the PAGA Released Claims and will receive
22 your pro rate share of the PAGA Penalties whether or not you opt of out of the settlement. All
23 PAGA Members will be deemed to have released Defendants of all PAGA Released Claims

10. Do I have a lawyer in this case?

19 The Court has appointed David G. Spivak of The Spivak Law Firm, 8605 Santa Monica Bl, PMB
20 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and
21 Walter L. Haines of United Employees Law Group to represent you and other Class Members in
22 the Action. These lawyers are called Class Counsel. They will be compensated from the Gross
23 Settlement Amount as discussed in this Class Notice. If you want to be represented by your own
24 lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

24 Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third)
25 of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs of
26 not more than \$17,500.00 incurred in connection with the Action. The Court may choose to
27 award less than the amount requested by Class Counsel.

12. How do I tell the Court that I do not like the settlement?

1 You can ask the Court to deny approval by objecting. You cannot ask the Court to order a larger
2 settlement; the Court can only approve or deny the settlement. If the Court denies the settlement,
3 no settlement payments will be sent out and the Action will continue. If that is what you want to
4 happen, you must object.

5 You may object to the proposed settlement in writing or in person. You may also appear at the
6 Final Approval Hearing, either in person or through your own attorney. If you appear through
7 your own attorney, you are responsible for paying that attorney. All written objections and
8 supporting papers should (a) clearly identify the case name and number (*Maria Rios-Roman v.*
9 *Seasons Management, LLC*, Case No. 20CV00783), (b) be submitted to the Settlement
10 Administrator by mailing them to the Settlement Administrator, Phoenix Settlement
11 Administrators, <<settlement administrator mailing address>>, and (c) be filed or postmarked
12 on or before <<response deadline>>. If the Settlement Administrator re-mailed your Class
13 Notice to a new address, you will have additional 15 days from the date of the re-mailed Class
14 Notice to object. Class Members may appear at the final approval hearing to be heard on their
15 objections, even if they have not previously served a written objection.

16 **13. When and where will the Court decide whether to approve the settlement?**

17 The Court will hold a fairness hearing on <<final approval hearing date>> at <<final approval
18 hearing time>> .m in Department 10 at the Santa Cruz County Superior Court, Santa Cruz Main
19 Courthouse, 701 Ocean Street, Santa Cruz, CA 95060, (The Honorable Paul M. Marigonda
20 presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and
21 adequate. If there are objections that were properly made, the Court will consider them. The
22 Court will listen to people who have asked to speak at the hearing. The Court may also decide
23 how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to
24 approve the settlement. We do not know how long this decision will take.

25 **14. Do I have to come to the hearing?**

26 No. Class Counsel will answer any questions that the Court may have. But, you are welcome to
27 come at your own expense. If you sent an objection, you do not have to come to Court to talk
28 about it. As long as you timely mailed your written objection, the Court will consider it. You
may also pay your own lawyer to attend, but it is not required.

29 **15. May I speak at the hearing?**

30 Regardless of whether you properly objected to the settlement, you may speak at the fairness
31 hearing.

32 **16. What happens if I do nothing at all?**

33 You will participate in the settlement and receive payment. You will be bound by the release as
34 set forth herein.

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

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call <<settlement administrator phone number>> or write the Settlement Administrator, Phoenix Settlement Administrators, located at <<settlement administrator mailing address>>.

You can also access the Santa Cruz County Superior Court's Online Services at https://www._____, or by visiting the Clerk's Office at the Santa Cruz County Superior Court, Santa Cruz Main Courthouse, 701 Ocean Street, Santa Cruz, CA 95060), between _:_0 a.m. and _:_0 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

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

EXHIBIT B

3 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

4 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
5 **A SHARE OF THE SETTLEMENT PROCEEDS,**
6 **DO NOT FILL OUT THIS FORM.**

7 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
8 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NOT LATER**
9 **THAN <<RESPONSE DEADLINE>>:**

10 *Rios-Roman v. Seasons Management, LLC* Class Action Settlement Administrator
11 c/o _____

12 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
13 excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
14 bound by the Settlement and also will not share in the settlement proceeds.

15 _____
16 (Typed or Printed Name)

17 _____
18 (Address)

19 _____
20 (City, State, Zip Code)

21 _____
22 (Telephone Number, Including Area Code)

23 _____
24 (Last 4 Digits of Social Security number)

25 Dated: _____
26 _____
27 (Signature)

EXHIBIT C

PAY PERIODS DISPUTE FORM

Superior Court of The State of California
For The County of Santa Cruz
Maria Rios-Roman v. Seasons Management, LLC, Case No. 20CV00783

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX -

TO ALL HOURLY, NON-EXEMPT EMPLOYEES OF DEFENDANTS IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN NOVEMBER 13, 2016 AND THE PRELIMINARY APPROVAL ORDER DATE.

The amount of your estimated Settlement Award is based upon the number of Pay Periods you worked between November 13, 2016 and the preliminary approval order date and Pay Periods you worked between January 02, 2019 and the preliminary approval order date. “Individual Pay Periods” during the Class Period are defined as any Pay Period in which you worked at least one (1) day as an hourly, non-exempt employee of Seasons Management, LLC, SM Santa Cruz Limited Partnership or SL – Sun Oak, LLC (collectively “Defendants”) in California during the period of November 13, 2016 through the preliminary approval order date. “Individual Pay Periods” during the PAGA Period are defined as any Pay Period in which you worked at least one (1) day as an hourly, non-exempt employee of Defendants in California during the period of January 02, 2019 through the preliminary approval order date. The number of Pay Periods applicable to your estimated settlement share are set forth below.

YOUR PAY PERIODS

Defendants’ records indicate that you worked <<number of Pay Periods>> Pay Periods between November 13, 2016 and the preliminary approval order date and <<number of Pay Periods>> Pay Periods between January 02, 2019 through the preliminary approval order date.

YOUR ESTIMATED SETTLEMENT SHARE AND DISPUTE PROCEDURE

Under the terms of the proposed Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 reflecting the payment to you. You will also receive a Form 1099 as to your PAGA share and other non-wage aspects of your Settlement Share. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down.

If you wish to dispute the number of Pay Periods credited to you, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Settlement Administrator via U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendants’ records and any information you provide. Please be advised that the information on this Pay Periods Dispute Form is presumed to be correct unless the documents you submit are company records from Defendants.

UNLESS YOU ARE FILING A DISPUTE REGARDING YOUR ESTIMATED NUMBER OF PAY PERIODS, YOU DO NOT NEED TO TAKE ANY ACTION