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FILED
Superior Court of California
County of Los Angeles

05/10/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION**

XOCHILT CARRILLO, an individual; and
ISMAEL CARRILLO, an individual; ELIA
RODRIGUEZ ARELLANO, an individual;
PEDRO SOSA, an individual; ANA LAURA
CUEVAS, and GABRIEL ZAMORA,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

GENESSY MANAGEMENT AND
DEVELOPMENT LLC, a limited liability
corporation; J O ARMOR INVESTMENTS, a
sole proprietor; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 18STCV01362

Assigned for all purposes to:
Hon. Carolyn Kuhl, Dept. 12 (SSC)

CLASS ACTION

**[PROPOSED] ORDER AND
JUDGMENT GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND PAGA
SETTLEMENT, AND APPLICATION
FOR AWARD OF ATTORNEYS' FEES
AND EXPENSES, CLASS
REPRESENTATIVE ENHANCEMENT,
AND SETTLEMENT
ADMINISTRATION COSTS**

[Filed with Notice of Motion and Motion For
Final Approval of Class Action Settlement
and PAGA Settlement, and Application for
Award of Attorneys' Fees and Expenses,
Class Representative Enhancement, and
Settlement Administration Costs; Declaration
of Jennifer Kramer; Declaration of Brandon
Ruiz; Declaration of Shoshee Hui;
Declaration of Katherine Den Bleyker;
Declaration of James Balesh; Declaration of
Ana Laura Cuevas; Declaration of Gabriel
Zamora; Declaration of Pedro Sosa;
Declaration of Elia Arellano; Declaration of
Taylor Mitzner; Proof of Service]

Date: May 10, 2022
Time: 10:30 a.m.

Complaint Filed: October 18, 2018

1 Plaintiffs’ Motion for Final Approval of Class Action Settlement and PAGA Settlement,
2 and Application for Award of Attorneys’ Fees and Expenses, Class Representative
3 Enhancement, and Settlement Administration Costs, was filed with the Court on April 14, 2022
4 and came on for hearing on May 10, 2022 at 10:30 a.m. in Department 12 of the above-entitled
5 court. The Court has considered the parties’ papers, relevant legal authority, and the record in
6 this case, and the Court hereby GRANTS the Motion for Final Approval of Class Action
7 Settlement.

8 WHEREAS, on December 7, 2022, this Court previously entered an order granting
9 preliminary approval of the proposed Settlement (the “Preliminary Approval Order”);

10 WHEREAS, notice to the Class Members was sent in accordance with the Preliminary
11 Approval Order;

12 WHEREAS, having completed the process of providing notice to the members of the
13 Settlement Class (as defined in the Settlement Agreement), and with zero opt-outs and zero
14 objectors having come forward, Plaintiffs move for final approval of the Settlement of this class
15 action and PAGA action; and

16 WHEREAS, Plaintiffs also move for an award of attorneys’ fees, reimbursement of costs,
17 class representative enhancement, and costs of settlement administration;

18 NOW, therefore, the Court grants final approval of the Settlement, and

19 IT IS HEREBY ORDERED AS FOLLOWS:

20 1. To the extent defined in the Class Action Settlement, (attached hereto as Exhibit
21 1), and incorporated herein by reference, the terms in this Order shall have the meanings set forth
22 therein.

23 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
24 the Class.

25 3. The Court has determined that the notice given to the Class fully and accurately
26 informed all persons in the Class of all material elements of the proposed Settlement – including
27 the application for an award of attorneys’ fees and costs to Class Counsel and an enhancement
28 award to each Plaintiff – constituted the best notice practicable under the circumstances, and

1 constituted valid, due, and sufficient notice to all Class Members.

2 4. The Court hereby grants final approval of the Settlement as fair, reasonable, and
3 adequate in all respects to the Class Members and in the best interests of the class and the
4 interests of justice.

5 5. The plan of distribution as set forth in the Settlement, providing for the
6 distribution of the Class Action Funds to Class Members, is approved as being fair, reasonable,
7 and adequate. Defendants are to pay all money as stated in the Settlement Agreement and as
8 approved and described herein.

9 6. The 64 class members are to be paid by the Claims Administrator from the Class
10 Fund of \$261,085.73 in accordance with the Settlement Agreement. The return of any money or
11 the failure to cash the settlement check shall result in the distribution of *cy pres* funds as
12 described in the Settlement Agreement.

13 7. The \$450,000.00 Gross Settlement Amount shall be dispersed in accordance with
14 the Settlement Agreement, net of approved deductions. Defendant is to pay these funds in
15 accordance with the terms of the Settlement Agreement.

16 8. The Court approves the payment of attorneys' costs in the amount of \$9,514.27 to
17 Class Counsel, Jennifer Kramer, Brandon Ruiz and Shoshee Hui of Hennig Kramer Ruiz &
18 Singh, LLP, which shall be paid from, and not in addition to, the Gross Settlement Amount. The
19 Court finds the payment of these costs to be appropriate, and also fair, reasonable and adequate
20 for the reasons set forth in the Motion for Final Approval and supporting declarations.

21 9. The Court approves the payment of attorneys' fees in the amount of \$150,000.00
22 to Class Counsel, Jennifer Kramer, Brandon Ruiz and Shoshee Hui of Hennig Kramer Ruiz &
23 Singh, LLP, to be appropriate and also fair, reasonable and adequate ~~for the reasons set forth in~~
24 ~~the Motion for Final Approval and supporting declarations.~~ in light of the benefit obtained for the class. The Court finds the award
25 reasonable under all of the circumstances of the case, including the lodestar crosscheck to be appropriate,
26 and hours worked to be appropriate. The Court further finds that the hourly rates of Jennifer
27 Kramer at \$915 per hour, Brandon Ruiz at \$780 per hour, and Shoshee Hui at \$625 per hour to
28 be appropriate in these circumstances due to the Southern California attorney rates, the

complexity and specialized nature of the case, and the benefit obtained for the Class. The fees shall be paid from, and not in addition to, the Gross Settlement Amount.

10. The Court approves the payment of the Private Attorney General Act (“PAGA”) settlement to the Labor Labor Workforce Development Agency in the amount of \$3,750.00, which represents 75% of the \$5,000.00 allocated to settlement Plaintiffs’ PAGA claims, which shall be paid from, and not in addition to, the Gross Settlement Amount.

11. The Court approves the payment of a Class Representative Enhancement Award to each of the Plaintiffs, Elia Rodriguez Arellano, Pedro Sosa, Ana Laura Cuevas, and Gabriel Zamora, in the amount of \$5,000.00 per Class Representative, totaling \$20,000.00, which shall be paid from, and not in addition to, the Gross Settlement Amount.

12. The Court approves the payment of reasonable claims administration costs to the Claims Administrator, Phoenix, in the amount of ^{\$5,000}~~\$5,050.00~~, which shall be paid from, and not in addition to, the Gross Settlement Amount.

13. Upon entry of this Final Order and Judgment, and by operation of this Final Order and Judgment, the claims of the Complaint filed on October 18, 2018 in this action are dismissed with prejudice. Without affecting the finality of this Final Order and Judgment, the Court reserves exclusive and continuing jurisdiction over the Action, Plaintiffs, the Class, and Defendants for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the distribution of the Gross Settlement Amount, and the Final Order and Judgment.

14. Upon entry of this Final Order and Judgment, and by operation of this Final Order and Judgment, the claims in this Action of each Class Member and against any and all of the released parties as defined in the Settlement Agreement, are fully, finally, and forever released, relinquished, and discharged pursuant to the terms of the Settlement Agreement.

15. Each member of the Class, as no class member filed an opt-out notice, is bound by this Final Order and Judgment as to the Class claims.

16. This Final Order and Judgment, and all papers related thereto, are not, and shall not be construed to be, an admission by any Defendant of any liability, claim, or wrongdoing

1 whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in
2 this Action or in any other proceeding.

3 17. A final accounting and disbursement report by the Settlement Administrator and a
4 Proposed Amended Judgment shall be filed on or before May 8, 2023, ~~20~~.

5 18. Judgment is entered herein in accordance with the foregoing.

6
7 **IT IS SO ORDERED.**



Carolyn B. Kuhl / Judge

8
9 Dated: 05/10/2022

HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

Rob Hennig (STATE BAR NO. 174646)
Jennifer Kramer (STATE BAR NO. 203385)
Brandon Ruiz (STATE BAR NO. 264603)
Shoshee Hui (STATE BAR NO. 311866)
HENNIG KRAMER RUIZ & SINGH, LLP
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
Telephone: (213) 310-8301
Fax: (213) 310-8302

Attorneys for Plaintiffs
ELIA RODRIGUEZ ARELLANO, PEDRO SOSA,
ANA LAURA CUEVAS, and GABRIEL ZAMORA,
individually and on behalf of all others similarly-situated

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inclusive,

Defendants.

CASE NO. 18STCV01362

CLASS ACTION

Assigned for all purposes to:
Hon. Carolyn Kuhl, Dept. 12 (SSC)

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE TO
SETTLE CLASS ACTION**

1 **CLASS ACTION SETTLEMENT AGREEMENT**

2 IT IS HEREBY STIPULATED, by and among Plaintiffs, ELIA RODRIGUEZ
3 ARELLANO, PEDRO SOSA, ANA LAURA CUEVAS, and GABRIEL ZAMORA, on behalf
4 of themselves and the Settlement Class Members on the one hand, and Defendants GENESSY
5 MANAGEMENT AND DEVELOPMENT LLC and J O ARMOR INVESTMENTS, on the
6 other hand, subject to the approval of the Court, that the Action is hereby being compromised
7 and settled pursuant to the terms and conditions set forth in this Class Action Settlement
8 Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein,
9 which by this reference become an integral part of this Agreement.
10

11 **DEFINITIONS**

12 1. “Action” means the matter of *Carrillo, et al. v. Genessy Management and*
13 *Development, et al.* (Case No. 18STCV01362, filed on October 18, 2018, in Los Angeles
14 County Superior Court).

15 2. “Class Counsel” means Hennig Kramer Ruiz & Singh, LLP.

16 3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action, and actual expenses and costs incurred in connection with the Action
18 paid from the Gross Settlement Amount.

19 4. “Class Information” means information regarding Settlement Class Members that
20 Defendants will in good faith compile from their records and provide to the Settlement
21 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each
22 Settlement Class Member’s full name; last known address; last known home telephone number;
23 Social Security Number; start date of employment; end date of employment; and Total
24 Workweeks Worked during the Class Period.

25 5. “Class Period” means the period from October 18, 2014 through the date of
26 execution of this Class Action Settlement Agreement.
27
28

6. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payment, in recognition of their effort and risk in assisting with the prosecution of the Action.

7. “Court” means Los Angeles County Superior Court.

8. “Defendants” means J O Armor Investments and Genessy Management and Development LLC.

9. “Defense Counsel” means Lewis Brisbois Bisgaard & Smith LLP for Defendant J O Armor Investments, and Balesh Law Group, PC for Defendant Genessy Management and Development LLC.

10. “Effective Date” means either (a) the date sixty (60) days after the entry of the Final Judgment and order finally approving the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

11. “Gross Settlement Amount” means Four Hundred Fifty Thousand Dollars (\$450,000.00), with a sum of Four Hundred Thirty Thousand Dollars (\$430,000.00) payable by J O Armor Investments and a sum of Twenty Thousand Dollars (\$20,000.00) payable by Genessy Management and Development, LLC.

12. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member who does not request to be excluded from this Settlement.

13. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs. The Net Settlement Amount is exclusive of the employer’s share of payroll taxes on the wage portion of the Net Settlement Amount, which are the separate responsibility of Defendant, and shall be paid by Defendants in accordance with their

1 proportionate share of their contribution to the Gross Settlement Amount (i.e. J O Armor
2 Investments will pay 95.5% of the payroll taxes on the wage portion of the Net Settlement
3 Amount, and Genessy Management and Development, LLC will pay 4.5% of the payroll taxes
4 on the wage portion of the Net Settlement Amount).

5 14. “Notice” means the Notice of Pendency of Class Action Settlement (substantially
6 in the form attached as **Exhibit 1**).

7 15. “PAGA Payment” means a payment made to the California Labor and Workforce
8 Development Agency in exchange for the release of claims under the Private Attorneys General
9 Act of 2004.

10 16. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean
11 either Plaintiffs or Defendants.

12 17. “Payment Ratio” means the respective Total Workweeks Worked for each
13 Settlement Class Member divided by the sum of Total Workweeks Worked for all Settlement
14 Class Members.

15 18. “Plaintiffs” means Elia Rodriguez Arellano, Pedro Sosa, Ana Laura Cuevas, and
16 Gabriel Zamora.

17 19. “Released Claims” means any and all known and unknown claims, losses,
18 damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints,
19 arbitration demands or suits which arise or could have arisen from the facts asserted in the
20 Action, without limited to the foregoing, all claims under the California Labor Code as alleged
21 in the Action, including the Fourth Amended Complaint, but not limited to, violations of
22 sections 201, 202, 203, 204, 210, 226, 226.6, 246.5, 558.1, 1194, 1197, 2802, 2698, *et seq.*, and
23 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) for the Class
24 Period.

25 20. “Released Parties” means Defendants and any other person or entity associated
26 with Defendants, present, future, or former, known or unknown, whom Plaintiffs might claim to
27 be liable, including, but not limited to any of Defendants’ parent corporations, subsidiaries,
28 divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers,

attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, trustees, and beneficiaries, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other.

21. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may postmark written requests for exclusion or a Notice of Objection to the Settlement. For Settlement Class Members who receive re-mailed Class Notices, the Response Deadline shall mean sixty (60) calendar days after the Settlement Administrator’s initial mailing of the Notice of Settlement to Class Members.

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

23. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

24. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

25. “Settlement Class Members” means all persons who are employed or who have been employed by Defendants J O Armor Investments and/or Genessy Management and Development, LLC within the State of California in an onsite resident manager position at any time during the Class Period.

26. “Total Workweeks Worked” means the number of workweeks worked by Settlement Class Members during the Class Period.

RECITALS

27. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified. The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in

1 connection with, the issue of whether a class should be certified in a non-settlement context in
2 this Action and shall have no bearing on, and shall not be admissible or considered in
3 connection with, the issue of whether a class should be certified in any other lawsuit.

4 5 **TERMS OF AGREEMENT**

6 28. **Release As To All Class Members.** As of the Effective Date, Plaintiffs and the
7 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves
8 and each of their heirs, representatives, successors, assigns and attorneys, hereby release
9 Defendants and Released Parties from the Released Claims as consideration for Defendants'
10 payment of the Gross Settlement Amount.

11 29. **Plaintiffs' Individual Releases.** Additionally, Plaintiffs, on behalf of themselves
12 and each of their heirs, representatives, successors, and assigns, stipulates and agrees to release
13 Defendants and the Released Parties from all claims, demands, rights, liabilities and causes of
14 Action of every nature and description whatsoever, known or unknown, asserted or that might
15 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule
16 or regulation arising out of, relating to, or in connection with any act or omission by or on the
17 part of any of the Released Parties committed or omitted prior to the execution hereof. Plaintiffs
18 stipulate and agree that they expressly waive and relinquish, to the fullest extent permitted by
19 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any
20 comparable provision under federal or state law, which provides:

21 **A general release does not extend to claims that the creditor or releasing party**
22 **does not know or suspect to exist in his or her favor at the time of executing the**
23 **release and that, if known by him or her, would have materially affected his or her**
24 **settlement with the debtor or released party.** Plaintiffs may hereafter discover facts in
25 addition to or different from those they now know or believe to be true with respect to the
26 subject matter of any claims, but shall be deemed to have, and by operation of the
27 Judgment to have, fully, finally, and forever settled and released any and all claims,
28

whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

30. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, other than that payroll taxes are to be withheld from the portion of the Individual Settlement Payments classified as wages. The responsibility for any taxes withheld from any Individual Settlement Payment lies with the individual Settlement Class Member receiving such Individual Settlement Payment. Except as specifically detailed herein, Settlement Class Members are not relying on any statement or representation by the Parties in this regard.

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

1 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
2 transaction contemplated by this Agreement.

3 32. Notice and Preliminary Approval of Settlement. As part of this Settlement,
4 Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b)
5 certify a Settlement Class, (c) approve distribution of Notice to Settlement Class Members,
6 and (d) grant final approval of the Settlement. Plaintiffs shall request a hearing before the
7 Court to obtain preliminary approval of the Settlement. In conjunction with the hearing,
8 Plaintiffs will submit this Agreement, which sets forth the terms of this Settlement, and will
9 include a proposed Notice, as necessary to implement the Settlement.

10 33. Settlement Administration. Within thirty (30) calendar days after the Court
11 grants preliminary approval of this Agreement, Defendants shall provide the Settlement
12 Administrator with the Class Information for purposes of mailing the Notice to Settlement Class
13 Members.

14 a. Notice by First Class U.S. Mail with Business Reply Mail Postage. Upon
15 receipt of the Class Information, the Settlement Administrator will perform a
16 search based on the National Change of Address Database to update and correct
17 any known or identifiable address changes. Within ten (10) business days after
18 receiving the Class Information from Defendants as provided herein, the
19 Settlement Administrator shall mail copies of the Notice to all Settlement Class
20 Members via regular First Class U.S. Mail. The Settlement Administrator shall
21 exercise its best judgment to determine the current mailing address for each
22 Settlement Class Member. The address identified by the Settlement
23 Administrator as the current mailing address shall be presumed to be the best
24 mailing address for each Settlement Class Member.

25 i. Undeliverable Notices. Any Notice returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be
27 re-mailed to the forwarding address affixed thereto. If no forwarding
28 address is provided, the Settlement Administrator shall promptly attempt to

1 determine a correct address by use of skip-tracing, or other search using the
2 name, address and/or Social Security number of the respective Settlement
3 Class Member, and shall then perform a re-mailing, if another mailing
4 address is identified by the Settlement Administrator. If a Settlement Class
5 Member's Notice is returned to the Settlement Administrator more than
6 once as non-deliverable on or before the Response Deadline, then an
7 additional Notice need not be re-mailed and the Settlement Class Member
8 is deemed to have received Notice.

9 b. No Claim Form Necessary. All Settlement Class Members who do not
10 request to be excluded from the Settlement will receive Individual Settlement
11 Payments from the Net Settlement Amount; submission of a claim form is not
12 necessary to receive an Individual Settlement Payment. The estimated Individual
13 Settlement Payments will be stated in the Notice.

14 i. Disputes Regarding Individual Settlement Payments. Settlement
15 Class Members will have the opportunity, should they disagree with
16 Defendants' records regarding their employment dates or Total Workweeks
17 Worked, to provide documentation and/or an explanation to correct the
18 information and seek modification of their estimated Individual Settlement
19 Payments. The employment dates and Total Workweeks Worked provided
20 by Defendants are presumed to be correct unless documentation is timely
21 provided to show otherwise. If there is a dispute, the Settlement
22 Administrator will consult with the Parties to determine whether an
23 adjustment is warranted. The Settlement Administrator shall determine the
24 eligibility for, and the amounts of, any Individual Settlement Payments
25 under the terms of this Agreement. The Settlement Administrator's
26 determination of the eligibility for and amount of any Individual Settlement
27 Payment shall be final and binding upon the Settlement Class Members and
28 the Parties.

1 ii. Disputes Regarding Administration of Settlement. Any disputes
2 not resolved concerning the administration of the Settlement will be
3 resolved by the Court, under the laws of the State of California. Prior to
4 any such involvement of the Court, counsel for the Parties will confer in
5 good faith to resolve the disputes without the necessity of involving the
6 Court.

7 c. Exclusions. The Notice shall state that Settlement Class Members who
8 wish to exclude themselves from the Settlement must submit a written request for
9 exclusion by the Response Deadline. The written request for exclusion: (1) must
10 contain the name, address, telephone number and the last four digits of the Social
11 Security number and/or the Employee ID number of the person requesting
12 exclusion, (2) must be signed by the Settlement Class Member; (3) must be
13 postmarked by the Response Deadline and returned to the Settlement
14 Administrator at the specified address; and (4) must describe the Settlement
15 Class Member's intent to request exclusion, opt out, or words to that effect. If a
16 signed request for exclusion is not timely submitted stating the name and address
17 of the Settlement Class Member, it will not be deemed valid for exclusion from
18 this Settlement. The date of the postmark on the return mailing envelope of the
19 request for exclusion shall be the exclusive means used to determine whether the
20 request for exclusion was timely submitted. Any Settlement Class Member who
21 requests to be excluded from the Settlement Class will not be entitled to any
22 recovery under the Settlement and will not be bound by the terms of the
23 Settlement or have any right to object, appeal or comment thereon. Settlement
24 Class Members who fail to submit a valid and timely written request for
25 exclusion on or before the Response Deadline shall be bound by all terms of the
26 Settlement and any Judgment entered in this Action, if the Settlement is finally
27 approved by the Court.
28

1 i. No later than fourteen (14) calendar days after the Response
2 Deadline, the Settlement Administrator shall provide counsel for
3 Defendants only with a complete list of all Settlement Class Members who
4 have timely submitted written requests for exclusion. At no time shall any
5 of the Parties or their counsel seek to solicit or otherwise encourage
6 members of the Settlement Class to submit requests for exclusion from the
7 Settlement.

8 ii. No later than thirty (30) calendar days after the Response
9 Deadline, the Settlement Administrator will provide Defendants with an
10 accounting of all payments and awards payable from the Gross Settlement
11 Amount.

12 d. Objections. The Notice shall state that Settlement Class Members who
13 wish to object to the Settlement may mail to the Settlement Administrator a
14 written statement of objection (“Notice of Objection”) by the Response Deadline.
15 The date of the postmark on the return envelope shall be the exclusive means for
16 determining that a Notice of Objection was timely submitted. The Notice of
17 Objection must be signed by the Settlement Class Member and state: (1) the full
18 name of the Settlement Class Member; (2) the last four digits of the Settlement
19 Class Member’s Social Security number and/or the Employee ID number; and
20 (3) the basis for the objection. Class Counsel shall include all objections
21 received and Plaintiffs’ response(s) with Plaintiffs’ motion for final approval of
22 the Settlement. Class Counsel shall not represent any Settlement Class Members
23 with respect to any such objections.

24 e. No Solicitation of Settlement Objections or Exclusions. The Parties agree
25 to use their best efforts to carry out the terms of this Settlement. At no time shall
26 any of the Parties or their counsel seek to solicit or otherwise encourage
27 Settlement Class Members to submit either Notices of Objection to the
28

1 Settlement or requests for exclusion from the Settlement, or to appeal from the
2 Court's Final Judgment.

3 34. Funding and Allocation of Gross Settlement Amount. Within thirty (30)
4 calendar days after the Effective Date, Defendants shall provide the Gross Settlement Amount
5 to the Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as
6 specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments
7 to Settlement Class Members who do not request to be excluded, (2) Class Representative
8 Enhancement Award, (3) Class Counsel Award, (4) PAGA Payment, and (5) the Settlement
9 Administration Costs. Defendants' share of employer taxes on the wage portion of the
10 Individual Settlement Payments will be paid in addition to the Gross Settlement Amount.

11 a. Individual Settlement Payments. Individual Settlement Payments will be
12 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
13 forth herein. Individual Settlement Payments shall be mailed by regular First
14 Class U.S. Mail to the respective Settlement Class Member's last known mailing
15 address within fourteen (14) calendar days after Defendants provide funds to the
16 Settlement Administrator for disbursement under this Agreement. Individual
17 Settlement Payments will be allocated as follows: 55% as penalties, 20% as
18 wages and 25% as interest. Any checks issued to Settlement Class Members
19 shall remain valid and negotiable for one hundred and eighty (180) days from the
20 date of their issuance.

21 i. Calculation of Individual Settlement Payments. Defendants will
22 calculate the Total Workweeks Worked by each Settlement Class
23 Member. The respective Total Workweeks Worked for each Settlement
24 Class Member will be divided by the Total Workweeks Worked for all
25 Settlement Class Members who do not opt out, resulting in the Payment
26 Ratio for each Settlement Class Member. Each Settlement Class
27 Member's Payment Ratio is then multiplied by the Net Settlement
28 Amount to determine his or her Individual Settlement Payment. Each

1 Individual Settlement Payment will be reduced by any legally mandated
2 deductions for each Settlement Class Member. Settlement Class
3 Members are not eligible to receive any compensation under the
4 Settlement other than Individual Settlement Payments.

5 b. Unpaid Cash Residue or Unclaimed/Abandoned Class Member Funds. In
6 accordance with California Rule of Civil Procedure section 384, any unpaid cash
7 residue or unclaimed or abandoned class member funds generally attributable to
8 California residents, plus any accrued interest in the Settlement Administrator's
9 qualified settlement fund, that has not otherwise been distributed pursuant to
10 order of this Court, shall be transmitted to *cy pres* recipient Legal Aid at Work.

11 c. Class Representative Enhancement Award. Subject to Court approval, in
12 exchange for the release of all Released Claims, a general release under
13 Section 1542 of the California Civil Code, and for their time and effort in
14 bringing and prosecuting this matter, Plaintiffs shall each be paid up to Five
15 Thousand Dollars (\$5,000.00), subject to Court approval. The Class
16 Representative Enhancement Award shall be paid to Plaintiffs from the Gross
17 Settlement Amount no later than fourteen (14) calendar days after Defendants
18 provide funds to the Settlement Administrator for disbursement under this
19 Agreement. Any portion of the requested Class Representative Enhancement
20 Award that is not awarded to a Class Representative shall be part of the Net
21 Settlement Amount and shall be distributed to Settlement Class Members as
22 provided in this Agreement. The Settlement Administrator shall issue an IRS
23 Form 1099 – MISC to Plaintiffs for their Class Representative Enhancement
24 Award. Plaintiffs shall be solely and legally responsible to pay any and all
25 applicable taxes on their Class Representative Enhancement Award and shall
26 hold harmless Defendants and Released Parties from any claim or liability for
27 taxes, penalties, or interest arising as a result of the Class Representative
28 Enhancement Award. The Class Representative Enhancement Award shall be in

1 addition to the Plaintiffs' Individual Settlement Payment as a Settlement Class
2 Member.

3 d. Class Counsel Award. Defendants agree not to oppose or object to any
4 application or motion by Class Counsel for attorneys' fees not to exceed One
5 Hundred Fifty Thousand Dollars (\$150,000.00), or one-third, of the Gross
6 Settlement Amount. Defendants also agree not to oppose any application or
7 motion by Class Counsel for the reimbursement of actual costs of up to Fifteen
8 Thousand Dollars (\$15,000), subject to submission of records to the Court,
9 associated with Class Counsel's prosecution of this Action from the Gross
10 Settlement Amount, and Class Counsel agrees not to appeal any award of
11 attorneys' fees or costs. Any portion of the requested Class Counsel Award that
12 is not awarded to Class Counsel shall be part of the Net Settlement Amount and
13 distributed to Settlement Class Members as provided in this Agreement. So long
14 as there are no objections, Class Counsel shall be paid any Court-approved fees
15 and costs no later than fourteen (14) calendar days after Defendants provide
16 funds to the Settlement Administrator for disbursement under this Agreement.
17 Class Counsel shall be solely and legally responsible to pay all applicable taxes
18 on the payment made pursuant to this paragraph. The Settlement Administrator
19 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made
20 pursuant to this paragraph. This Settlement is not contingent upon the Court
21 awarding Class Counsel any particular amount in attorneys' fees and costs.

22 e. PAGA Payment. Five Thousand Dollars (\$5,000.00) shall be allocated to
23 the release of Plaintiffs' PAGA claim. From that allocation, the Settlement
24 Administrator shall make the PAGA Payment to the California Labor and
25 Workforce Development Agency in the amount of Three Thousand Seven
26 Hundred and Fifty Dollars (\$3,750.00). The PAGA Payment will be paid from
27 the Gross Settlement Amount within fourteen (14) calendar days after
28 Defendants provide funds to the Settlement Administrator for disbursement

1 under this Agreement. The remaining One Thousand Two Hundred and Fifty
2 Dollars (\$1,250.00) shall be included as part of the Net Settlement Amount for
3 payment to Settlement Class Members who do not request to be excluded from
4 the Settlement.

5 f. Settlement Administration Costs. The Settlement Administrator shall be
6 paid for the costs of administration of the Settlement from the Gross Settlement
7 Amount. The capped cost of administration for this Settlement is Five Thousand
8 Dollars (\$5,000.00). The Settlement Administrator shall provide the Parties with
9 a declaration to support the cost of administration. The Settlement Administrator
10 shall be paid the Settlement Administration Costs no later than fourteen (14)
11 calendar days after Defendants provide funds to the Settlement Administrator for
12 disbursement under this Agreement. The Settlement Administrator, on
13 Defendants' behalf, shall have the authority and obligation to make payments,
14 credits and disbursements, including in the manner set forth herein, to Settlement
15 Class Members and the Internal Revenue Service, calculated in accordance with
16 the methodology set out in this Agreement and orders of the Court.

17 i. The Parties agree to cooperate in the Settlement Administration
18 process and to make all reasonable efforts to control and minimize the
19 cost and expenses incurred in administration of the Settlement. The
20 Parties each represent they do not have any financial interest in the
21 Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest.

23 ii. The Settlement Administrator shall be responsible for: processing
24 and mailing payments to the Plaintiffs, Class Counsel, Settlement Class
25 Members, the Internal Revenue Service, the California Labor and
26 Workforce Development Agency, California State Treasury, and the *cy*
27 *pres*; printing and mailing the Notice to the Settlement Class Members, as
28 directed by the Court; receiving and reporting the requests for exclusion

1 and Notices of Objection submitted by Settlement Class Members;
2 completing all tax reporting, withholdings, and payments to the Internal
3 Revenue Service; distributing all tax forms for payments under this
4 Agreement; providing declaration(s) and reports as necessary in support
5 of preliminary and final approval of this Settlement; and other tasks as the
6 Parties mutually agree or the Court orders the Settlement Administrator to
7 perform both before and after distribution of the Gross Settlement
8 Amount. The Settlement Administrator shall keep the Parties timely
9 apprised of the performance of all Settlement Administrator
10 responsibilities.

11 g. No person shall have any claim against Defendants, Defense Counsel,
12 Plaintiffs, Settlement Class Members, Class Counsel or the Settlement
13 Administrator based on distributions and payments made in accordance with this
14 Agreement.

15 35. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
16 expiration of the Response Deadline, with the Court's permission, a Final
17 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
18 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the
19 Class Representative Enhancement Award, (iii) Individual Settlement Payments, (iv) the
20 Settlement Administration Cost, and (v) the PAGA Payment. Pursuant to California Rule
21 of Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the
22 Parties to enforce the terms of the judgment.

23 36. Option to Terminate Settlement. If more than five percent (5%) of all
24 Settlement Class Members submit written requests for exclusion from the Settlement,
25 Defendants shall have, in their sole discretion, the option to terminate this Settlement. In
26 such case, Defense Counsel will notify Class Counsel of their decision to terminate the
27 Settlement within twenty-one (21) calendar days following a final report by the Settlement
28 Administrator of the number of requests for exclusion. Further, to the extent Defendants

1 have made any payments under this Agreement, all payments shall be fully refunded to
2 Defendants, except that any fees already incurred by the Settlement Administrator shall be
3 paid equally among the Parties, and the Parties shall proceed in all respects as though this
4 Agreement had not been executed.

5 37. Nullification of Settlement Agreement. In the event: (i) the Court does not
6 enter an order for preliminary approval; (ii) the Court does not enter an order for final
7 approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not
8 triggered, or (v) the Settlement does not become final for any other reason, this Settlement
9 Agreement shall be null and void and any order or judgment entered by the Court in
10 furtherance of this Settlement shall be treated as void from the beginning. In such case,
11 Defendants shall not make any payment under this Agreement, and the Parties shall
12 proceed in all respects as if this Agreement had not been executed, except that any fees
13 already incurred by the Settlement Administrator shall be paid by the Parties in equal
14 shares.

15 38. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other
16 Settlement Class Members pursuant to this Agreement shall be deemed not to be
17 pensionable earnings and shall not have any effect on the eligibility for, or calculation of,
18 any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the
19 Plaintiffs or Settlement Class Members.

20 39. Publicity. Plaintiffs and Class Counsel agree not to file a press release
21 regarding the settlement, respond to press/media inquiries regarding the settlement, or
22 otherwise publicize the terms of this Settlement, except in Court filings, prior to the Court
23 granting Final Approval of the settlement.

24 40. No Admission by Defendant. Defendants deny any and all claims alleged in
25 this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or
26 admission of any liability or wrongdoing by Defendants, and it shall not be used against
27 Defendants as an admission with respect to any claim of fault, concession or omission by
28 Defendants.

1 41. Exhibits and Headings. The terms of this Agreement include the terms set
2 forth in the attached exhibit, which is incorporated by this reference as though fully set
3 forth herein. The exhibit to this Agreement is an integral part of the Settlement; however,
4 the terms of this Agreement control in case of conflict. The descriptive headings of any
5 paragraphs or sections of this Agreement are inserted for convenience of reference only.

6 42. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
7 Action, except such proceedings necessary to implement and complete the Settlement,
8 pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

9 43. Amendment or Modification. This Agreement may be amended or modified
10 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

11 44. Entire Agreement. This Agreement and the attached exhibit constitute the
12 entire Agreement among these Parties, and no oral or written representations, warranties or
13 inducements have been made to any Party concerning this Agreement or its exhibit other
14 than the representations, warranties and covenants contained and memorialized in the
15 Agreement and its exhibit.

16 45. Authorization to Enter Into Settlement Agreement. Counsel for the Parties
17 warrant and represent they are expressly authorized by the Party whom they each represent
18 to negotiate this Agreement and to take all appropriate actions required or permitted to be
19 taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any
20 other documents required to effectuate the terms of this Agreement. The Parties and their
21 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 an agreement
23 on the form or content of any document needed to implement the Settlement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this
25 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
26 The person signing this Agreement on behalf of each Defendant represents and warrants
27 that he/she is authorized to sign this Agreement on behalf of that Defendant. The person
28 signing this Agreement on behalf of each Plaintiff represents and warrants that he/she is

1 authorized to sign this Agreement and that he/she has not assigned any claim, or part of a
2 claim, covered by this Settlement to a third-party.

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

6 47. California Law Governs. All terms of this Agreement and the exhibit hereto
7 shall be governed by and interpreted according to the laws of the State of California.

8 48. Counterparts. This Agreement may be executed in one or more counterparts.
9 All executed counterparts together shall be deemed to be one and the same instrument.

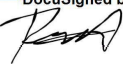
10 49. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
11 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at
12 this Settlement after extensive arms-length negotiations, taking into account all relevant
13 factors, present and potential.

14 50. Jurisdiction of the Court. In accordance with California Rule of Court
15 3.769(h) and California Code of Civil Procedure section 664.6, the Parties agree that the
16 Court shall retain jurisdiction with respect to the interpretation, implementation and
17 enforcement of the terms of this Agreement and all orders and judgments entered in
18 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of
19 the Court for purposes of interpreting, implementing and enforcing the Settlement
20 embodied in this Agreement and all orders and judgments entered in connection therewith.
21 This Agreement can be used as evidence of the Settlement only. The Parties agree that they
22 have reached a full and final settlement of all claims arising from the events described in
23 the operative complaint. This Agreement is binding, and it contains the material terms of
24 the agreement between the Parties. Pursuant to California Evidence Code Section 1123, the
25 Parties acknowledge that this Agreement is admissible as evidence only to enforce the
26 settlement and not as proof of any liability of the underlying claims. If either party is
27 required to enforce the terms of the settlement, then the prevailing party will be entitled to
28 recover its costs and attorney's fees in seeking to enforce the settlement.

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

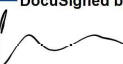
PLAINTIFFS

Date: 5/21/2021

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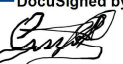
PEDRO SOSA

Date: 5/21/2021

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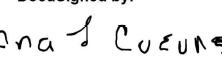
ELIA RODRIGUEZ ARELLANO

Date: 5/25/2021

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GABRIEL ZAMORA

Date: 5/25/2021

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ANA LAURA CUEVAS

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Date: 5/26/2021

CLASS COUNSEL

Hennig Kramer Ruiz & Singh, LLP

Date: 5/26/2021

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Brandon Ruiz

Attorneys for Plaintiffs and Class Members

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DEFENDANT J O ARMOR INVESTMENTS

Date: 05/24/2021


Name: Patricia Alexander

**COUNSEL FOR J O ARMOR
INVESTMENTS**

Lewis Brisbois Bisgaard & Smith LLP

Date: May 25, 2021



Katherine C. Den Bleyker
Omar M. Aniff
Attorneys for Defendant

**DEFENDANT GENESSY MANAGEMENT
AND DEVELOPMENT, LLC**

Date: _____

Name:

**COUNSEL FOR GENESSY MANAGEMENT
AND DEVELOPMENT, LLC**

Balesh Law Group, PC.

Date: _____

James Balesh
Attorneys for Defendant

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DEFENDANT J O ARMOR INVESTMENTS

Date: _____

Name: Patricia Alexander

**COUNSEL FOR J O ARMOR
INVESTMENTS**

Lewis Brisbois Bisgaard & Smith LLP

Date: _____

Katherine C. Den Bleyker

Omar M. Aniff

Attorneys for Defendant

**DEFENDANT GENESSY MANAGEMENT
AND DEVELOPMENT, LLC**

Date: May 12, 2021



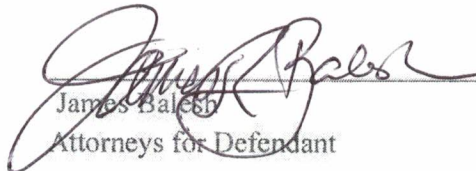
Name: Genny R. Alberts

APPROVED AS TO FORM & CONTENT :

**COUNSEL FOR GENESSY MANAGEMENT
AND DEVELOPMENT, LLC**

Balesh Law Group, PC.

Date: 5/12/21



James Balesh
Attorneys for Defendant

1 Rob Hennig (STATE BAR NO. 174646)
2 Jennifer Kramer (STATE BAR NO. 203385)
3 Brandon Ruiz (STATE BAR NO. 264603)
4 Shoshee Hui (STATE BAR NO. 311866)
5 HENNIG KRAMER RUIZ & SINGH, LLP
6 3600 Wilshire Blvd., Suite 1908
7 Los Angeles, CA 90010
8 Telephone: (213) 310-8301
9 Fax: (213) 310-8302

10 Attorneys for Plaintiffs
11 ELIA RODRIGUEZ ARELLANO, PEDRO SOSA,
12 ANA LAURA CUEVAS, and GABRIEL ZAMORA,
13 individually and on behalf of all others similarly-situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION**

XOCHILT CARRILLO, an individual; and
ISMAEL CARRILLO, an individual; ELIA
RODRIGUEZ ARELLANO, an individual;
PEDRO SOSA, an individual; ANA LAURA
CUEVAS, and GABRIEL ZAMORA,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

GENESSY MANAGEMENT AND
DEVELOPMENT LLC, a limited liability
corporation; J O ARMOR INVESTMENTS, a
sole proprietor; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 18STCV01362

CLASS ACTION

Assigned for all purposes to:
Hon. Carolyn Kuhl, Dept. 12 (SSC)

**ADDENDUM TO JOINT
STIPULATION OF SETTLEMENT
AND RELEASE TO SETTLE CLASS
ACTION**

1 **CLASS ACTION SETTLEMENT AGREEMENT ADDENDUM**

2 IT IS HEREBY STIPULATED, by and among Plaintiffs, ELIA RODRIGUEZ
3 ARELLANO, PEDRO SOSA, ANA LAURA CUEVAS, and GABRIEL ZAMORA, on behalf
4 of themselves and the Settlement Class Members on the one hand, and Defendants GENESSY
5 MANAGEMENT AND DEVELOPMENT LLC and J O ARMOR INVESTMENTS, on the
6 other hand, by and through their counsel, subject to the approval of the Court, that the Action is
7 hereby being compromised and settled pursuant to the terms and conditions set forth in this
8 Class Action Settlement Agreement Addendum (“ADDENDUM”), and subject to the
9 definitions, recitals and terms set forth in the Agreement, which by this reference become an
10 integral part of this ADDENDUM.

11
12 **ADDENDUM**

- 13 1. Paragraph 10 of the Agreement is modified as follows: “Effective Date” means either
14 (a) the date sixty (60) days after the entry of the Final Judgment and order finally
15 approving the Settlement, if no motions for reconsideration and no appeals or other
16 efforts to obtain review have been filed, or (b) in the event that a motion for
17 reconsideration, an appeal or other effort to obtain review of the Final Judgment and
18 order finally approving the Settlement, the date sixty (60) days after such
19 reconsideration, appeal or review has been finally concluded and is no longer subject to
20 review, whether by appeal, petition for rehearing, petition for review or otherwise. The
21 Effective Date shall be no later than the date on which full payment of the settlement is
22 made by the Defendant.
- 23 2. The Notice (Exhibit 1) is modified as follows:
- 24 a. Inserts the date of May 26, 2021 as end of the Class Period, set by the date of
25 execution of the long-form agreement; and
- 26 b. Changes the name of counsel Omar Aniff for Defendant J O Armor to Janet Hur.

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CLASS COUNSEL

Hennig Kramer Ruiz & Singh, LLP

Date: November 24, 2021



Brandon Ruiz

Attorneys for Plaintiffs and Class Members

**COUNSEL FOR J O ARMOR
INVESTMENTS**

Lewis Brisbois Bisgaard & Smith LLP

Date: November 17, 2021



Katherine C. Den Bleyker

Janet Hur

Attorneys for Defendant

**COUNSEL FOR GENESSY MANAGEMENT
AND DEVELOPMENT, LLC**

Balesh Law Group, PC.

Date: 11/19/2021



James Balesh

Attorneys for Defendant

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

XOCHILT CARRILLO, an individual; and
ISMAEL CARRILLO, an individual; ELIA
RODRIGUEZ ARELLANO, an individual;
PEDRO SOSA, an individual; ANA LAURA
CUEVAS, and GABRIEL ZAMORA,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

GENESSY MANAGEMENT AND
DEVELOPMENT LLC, a limited liability
corporation; J O ARMOR INVESTMENTS, a
sole proprietor; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO: 18STCV01362

Assigned to the Hon. Carolyn Kuhl, Dept. 12 (SSC)

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

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement will provide \$450,000.00 (“Gross Settlement Amount”) for distribution to persons who are employed or who have been employed by Genessy Management and Development, LLC and/or J O Armor Investments in the State of California in an onsite resident manager position at any time between October 18, 2014 and May 26, 2021 (“Settlement Class Members”).
- The settlement resolves a putative class action lawsuit over whether Defendants Genessy Management and Development, LLC and J O Armor Investments (“Defendants”) violated laws regarding payment of minimum wages, accurate wage statements, accrued paid sick days, reimbursement of business expenses, and timely payment of all wages during employment and upon separation of employment. It avoids further costs and risks of continuing the lawsuit towards trial, pays money to Settlement Class Members who do not request to be excluded, and releases Defendants from liability from the claims asserted in this lawsuit.
- Class Counsel will ask the Court to award them up to \$150,000.00 as attorneys’ fees and up to \$15,000.00 as expenses for investigating the facts, litigating the case, and negotiating the Settlement. Plaintiffs Elia Rodriguez Arellano, Pedro Sosa, Ana Laura Cuevas, and Gabriel Zamora (“Plaintiffs”) will also each request an enhancement payment of up to \$5,000.00. These amounts will be paid from the Gross Settlement Amount.
- Defendants deny any and all liability or wrongdoing, and the Court has not ruled on the merits of Plaintiffs’ claims.
- **Your legal rights may be affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendants and Released Parties. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself (No Later than [Response Deadline])	You will not be paid your Individual Settlement Payment, and you will retain any rights to sue for the Released Claims against Defendants. You will not be able to object to the Settlement.
Object (No Later than [Response Deadline])	You will tell the Court why you don't agree with the Settlement, following the procedures described more fully below. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you will still be paid your Individual Settlement Payment.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under that proposed settlement. You have received this notice because you may be a member of the Settlement Class.

WHAT IS THIS LAWSUIT ABOUT?

On or about October 18, 2018, Plaintiffs initiated the Action against Defendants by filing a Complaint on behalf of themselves and all other employees similarly situated. Plaintiffs' Action includes class claims for violation of laws governing payment minimum wage, accrual of paid sick leave, reimbursement of necessary business expenses, timely payment all wages during employment and upon separation of employment, wage statement requirements, unfair competition under Cal. Bus. and Prof. Code §§ 17200, *et seq.*, and penalties under Cal. Lab. Code §§ 2698, *et seq.*

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiffs filed a putative class action asserting certain claims against Defendants. Defendants deny any and all liability or wrongdoing. The Court did not decide in favor of Plaintiffs or Defendants. There was no trial. Instead, the parties agreed to a proposed class action settlement to avoid further costs, risks, and uncertainty at trial in exchange for the Gross Settlement Amount and Release of Claims against Defendants and Released Parties. Plaintiffs and Class Counsel believe the settlement is fair, reasonable and adequate and in the best interests of all Settlement Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all persons who are employed or who have been employed jointly by Genessy Management and Development, LLC and J O Armor Investments in the State of California in an onsite resident manager position at any time between during the Class Period.

C. What does the Settlement provide?

Defendants will pay a total of \$450,000.00 to settle the class claims. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$150,000.00 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$15,000.00; (2) service payments to the Class Representatives set by the court, not to exceed \$5,000 each for their service in the Action; (3) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed \$5,000.00, and (4) a payment to the Labor and Workforce Development Agency, in the amount of \$3,750.00 (equal to 75% of the \$5,000.00 allocation for the release of Plaintiffs' PAGA claim). The amount of the Gross Settlement Amount remaining after these payments is the "Net Settlement Amount," payable to Settlement Class Members who do not request to be excluded.

D. What are you giving up to get a payment or stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Settlement Class Member who has not submitted a timely and valid request for exclusion will release and discharge Defendants and other person or entity associated with Defendants, present, future, or former, known or unknown, whom Plaintiffs might claim to be liable, including, but not limited to any of Defendants' parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, trustees, and beneficiaries, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other ("Released Parties") from any and all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise or could have arisen from the facts asserted in the Action, including the Fourth Amended Complaint, without limited to the foregoing, all claims under the California Labor Code as alleged in the Action, including, but not limited to, violations of sections 201, 202, 203, 204, 210, 226, 226.6, 246.5, 558.1, 1194, 1197, 2802, 2698, *et seq.*, and California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) for the Class Period ("Released Claims").

E. How is my share of the Settlement calculated?

Each Settlement Class Member (who does not opt out of the Settlement) shall receive an Individual Payment Amount, which is a proportionate share of the Net Settlement Amount.

Based on their records, Defendants will determine the number of Total Workweeks Worked by each Settlement Class Member. The respective Total Workweeks Worked for each Settlement Class Member will be divided by the Total Workweeks Worked for all Settlement Class Members who do not opt out, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

According to the records of Defendants, your Total Workweeks Worked during the Class Period is: [REDACTED]. Based on this number, your estimated Individual Payment Amount is [REDACTED]. This amount is subject to change based on the final ruling of the Court and the number of Settlement Class Members who request to be excluded from the Settlement.

Please be advised that the number of Total Workweeks Worked listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of pay periods listed above, please submit an explanation and evidence to the Settlement Administrator no later than [Response Date]. In the event of a dispute about the correct number of Total Workweeks Worked, the Settlement Administrator will resolve the challenge and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on **date**, at **time**, in Department 12 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring St., Los Angeles, 90012. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiffs as a service payment, (vi) the amount awarded to the Settlement Administrator, and (vii) the amount payable to the Labor and Workforce Development Agency. At the Final Settlement Hearing, the Court may hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the Settlement.

It is not necessary for you to appear at this hearing unless you have timely submitted an objection to the Settlement or wish to object to the Settlement at the hearing.

Due to the current pandemic, the Court may not hold a final fairness hearing in-person. You may appear at the hearing remotely through the Los Angeles Superior Court's VCourt Remote Appearances System. You cannot set up a remote appearance through the VCourt Remote Appearances System until [30 days prior to hearing] and you must set up the remote appearance more than 2 hours prior to the hearing. It may take time to set up the remote appearance, so provide yourself time to go through the sign-up procedure. When you are ready to schedule your appearance, go to <https://lacourt.portalscloud.com/VCourt/> and click on the "Schedule" button. You will be directed to a sign in page. If you have an account, then sign in. If you do not have an account, click the link for "Sign up now" and follow the instructions to sign up for an account. Once signed in or once you finish setting up an account, you will be directed to a page to "Search For A Case." Type in "18STCV01362" in the "Enter Case Number" field and click the "Proceed to Step 2" button. On the next page, choose the "Other" check box to designate the type of "Attendee" that you are. Fill in your name in the box for "Attendee Name." Fill in "class member" in the box for "Attendee Role." Fill in your email in the boxes for "Attendee Email" and "Confirm Email." Then, fill in your phone number in the box for "Attendee Phone." For the "Party Name" menu, select "Monique Gonzalez." Then, click on the "Proceed to Step 3" button. On the next page, click on the box for "[fill in date/time, event description]" and select audio or video from the "Appearance Type" menu. You will be charged a fee based on the type of appearance that you choose. Then, click on the "Proceed to Step 4" button. Click on the "Go to Payment Site" button. Click on the Create Credit Card Payment Authorization and fill in your credit card billing information associated with the credit card you will be using, your phone number, and email address. Click on the "Next" button. Fill in your credit card information and review the terms and conditions. If you agree, click the checkbox to agree with the terms and conditions and click the "Next" button. Verify the information and click on the "Create Payment Authorization" button. On the next page, you will be provided the telephone number which you will use to call in to make your appearance and the conference ID number and PIN which you must use to remotely appear. Save this information and call in 10 to 15 minutes prior to [time and date for the final approval hearing]. Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures regarding the pandemic.

WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of Total Workweeks Worked, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than **[Response Deadline]**. The Settlement Administrator's address is **[Settlement Administrator address]**.

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing, no later than **[Response Date]**. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the basis for the objection. Class Counsel shall include all objections received and Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. The Settlement Administrator's address is listed above.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, and you will not be bound by a judgment in this case. The written request for exclusion must be postmarked no later than **[Response Date]** and: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by **[Response Deadline]** and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator's address is listed above.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed "Class Action Settlement Agreement" which is on file with the Clerk of the Court. The pleadings and other records in the Action may be examined online at www.lacourt.org or in person at the Complex Court Clerk's office, located at Los Angeles, Superior Court, Stanley Mosk Courthouse, 111 North Hill Street, Room 102, Los Angeles, CA 90012. **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at **[address]**, **[telephone number]**. Please refer to the Carrillo Class Action Settlement. You may also contact Class Counsel below. Please reference the Carrillo Class Action Settlement.

Class Counsel

Rob Hennig
Jennifer Kramer
Brandon Ruiz
Shoshee Hui
HENNIG KRAMER RUIZ & SINGH, LLP
3600 Wilshire Blvd, Suite 1908
Los Angeles, CA 90010
Telephone: (213) 310-8301
Facsimile: (213) 310-8301
Email: rob@employmentattorneyla.com
Email: jennifer@employmentattorneyla.com

Defendant J O Armor's Attorneys

Katherine C. Den Bleyker
Janet Hur
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: 213.250.1800
Facsimile: 213.250.7900
E-Mail: Katherine.DenBleyker@lewisbrisbois.com
E-Mail: Janet.Hur@lewisbrisbois.com

Defendant Genessy's Attorneys

James R. Balesh, Esq.

BALESH LAW GROUP, PC

3055 Wilshire Blvd., Suite 900

Los Angeles, CA 90010

(213) 480-0418 (phone)

(213) 226-4653 (fax)

E-mail: baleshlaw@yahoo.com

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA