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THE MICHAELS ORGANIZATION, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY CONTRA COSTA

LINDSAY JORGE, on behalf of herself, all
others similarly situated, and the general public,

Plaintiff,
vs.

THE MICHAELS ORGANIZATION, LLC, a
New Jersey Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-00462

ASSIGNED FOR ALL PURPOSES TO:
JUDGE EDWARD G. WEIL
DEPARTMENT 39

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE BETWEEN PLAINTIFF AND
DEFENDANT**

SAC Filed:

Trial Date:

Not Set

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”)
2 is made and entered into by and between Plaintiff Lindsay Jorge, on behalf of herself and all
3 others similarly situated (“Plaintiff”), and The Michaels Organization, LLC (“Defendant”).

4 This Stipulation of Settlement shall be binding on Plaintiff and those persons she seeks to
5 represent, and on (i) Defendant; (ii) Michaels Management – Affordable, LLC; (iii) Interstate
6 Realty Management Company; (iv) Michaels Management Services, LLC; (v) Michaels
7 Management Services, Inc.; (vi) Michaels Student Living Management; (vii) University Student
8 Living, LLC; (viii) Michaels Student Living Management; (ix) University Student Living
9 Management, LLC; (x) their respective past, present and future direct and indirect subsidiaries
10 and affiliates of any of the foregoing; (xi) the past, present, and future, shareholders, directors,
11 officers, agents, employees, clients, attorneys, insurers, predecessors, successors, and assigns of
12 any of the foregoing; (xii) any individual or entity which could be jointly liable with any of the
13 foregoing. The Settlement contemplated by this Stipulation of Settlement may hereinafter be
14 referred to as the “Settlement.”

15 THE PARTIES STIPULATE AND AGREE as follows:

- 16 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”
- 17 2. On March 4, 2020, Plaintiff filed a complaint in the Contra Costa Superior Court
18 alleging claims for failure to provide meal periods, failure to pay hourly wages, failure to pay
19 vacation wages, failure to indemnify, failure to provide accurate wage statements, and unfair
20 competition on behalf of all non-exempt employees who worked for Defendant in California from
21 March 4, 2016 to the present. On May 28, 2020, Plaintiff a First Amended Complaint added a
22 claim for penalties under the Private Attorneys General Act (“PAGA”) (“Complaint” or
23 “Action”). On XXXX, 2021, Plaintiff a Second Amended Complaint added a claim for failure to
24 provide rest periods (“Complaint” or “Action”). Defendant filed an answer to this Complaint
25 denying all material allegations and asserting affirmative defenses. The Class Period is from
26 March 4, 2016 through the present.
- 27 3. This Action has been actively litigated. There have been on-going
28 investigations, and there has been an exchange of extensive information. Plaintiff has not filed a

1 motion for class certification in this action, nor has a date been set by the Court for the filing of
2 such a motion.

3 4. For purposes of this Settlement, the “Settlement Class” or “Class Members”
4 shall consist of all persons employed by Defendant as non-exempt employees in California from
5 March 4, 2016 through the date the Court grants preliminary approval of the Settlement. The
6 Settlement Class, however, shall not include any person who previously settled or released any
7 of the claims covered by this Settlement, or any person who previously was paid or received
8 awards through civil or administrative actions for the claims covered by this Settlement, or any
9 person who submits a timely and valid Request for Exclusion as provided in this Settlement.

10 5. Solely for purpose of settling this case, the Parties stipulate and agree that the
11 requisites for establishing class certification with respect to the Settlement Class have been met
12 and are met. More specifically, the Parties stipulate and agree that:

13 a. The Settlement Class is ascertainable and so numerous as to make it
14 impracticable to join all Class Members.

15 b. There are common questions of law and fact including, but not limited to,
16 the following:

17 i. Whether Defendant complied with applicable laws affecting
18 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
19 California Industrial Welfare Commission; and

20 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
21 penalties, interest, and attorneys’ fees and costs.

22 c. Plaintiff believes Plaintiff’s claims are typical of the claims of the
23 members of the Settlement Class.

24 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
25 the Settlement Class, and that Shaun Setareh and William M. Pao of Setareh Law Group should
26 be appointed “Class Counsel,” and will fairly and adequately protect the interests of the
27 Settlement Class.
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1 e. The prosecution of separate actions by individual members of the
2 Settlement Class would create the risk of inconsistent or varying adjudications, which would
3 establish incompatible standards of conduct.

4 f. With respect to the Settlement Class, Plaintiff believes that questions of
5 law and fact common to the members of the Settlement Class predominate over any questions
6 affecting any individual member in such Class, and a class action is superior to other available
7 means for the fair and efficient adjudication of the controversy.

8 6. Defendant denies any liability or wrongdoing of any kind whatsoever associated
9 with the claims alleged in the Complaint, and further denies that, for any purpose other than
10 settling this Action, this Action is appropriate for class or representative treatment. With respect
11 to Plaintiff's claims, Defendant contends, among other things, that it has complied with all
12 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

13 7. It is the desire of the Parties to fully, finally and forever settle, compromise and
14 discharge all disputes and claims arising from the allegations and causes of action stated in the
15 Complaint. To achieve a full and complete release of Defendant, each Class Member
16 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims
17 alleged in the Complaint and that reasonably could have been alleged in the Complaint based on
18 the factual allegations contained in the Complaint and any amendments thereto.

19 8. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
20 full and complete settlement and release of all claims arising from the allegations in the
21 Complaint against (i) Defendant; (ii) Michaels Management – Affordable, LLC; (iii) Interstate
22 Realty Management Company; (iv) Michaels Management Services, LLC; (v) Michaels
23 Management Services, Inc.; (vi) Michaels Student Living Management; (vii) University Student
24 Living, LLC; (viii) Michaels Student Living Management; (ix) University Student Living
25 Management, LLC; (x) their respective past, present and future direct and indirect subsidiaries
26 and affiliates of any of the foregoing; (xi) the past, present, and future, shareholders, directors,
27 officers, agents, employees, clients, attorneys, insurers, predecessors, successors, and assigns of
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1 any of the foregoing; (xii) any individual or entity which could be jointly liable with any of the
2 foregoing (collectively "Released Parties").

3 9. Counsel for the Settlement Class have conducted a thorough investigation into the
4 facts of this Action and have diligently pursued an investigation of Class Members' claims
5 against Defendant. Based on their own independent investigation and evaluation, Class Counsel
6 are of the opinion that the Settlement with Defendant for the consideration and on the terms set
7 forth in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of
8 the Settlement Class in light of all known facts and circumstances, including the risk of
9 significant delay, the risk the Settlement Class will not be certified by the Court, defenses
10 asserted by Defendant and numerous potential appellate issues. Defendant and Defendant's
11 counsel also agree that the Settlement is fair and in the best interest of the Parties.

12 10. The Parties agree to cooperate and take all steps necessary and appropriate to
13 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
14 Settlement.

15 11. This Settlement provides for an administration process wherein Defendant will
16 pay Settlement Awards (defined below) according to a specified formula to each Settlement
17 Class Member who does not request to be excluded from this Settlement. The total payment
18 under the Settlement is \$720,000, including all Settlement Awards, the attorneys' fees and
19 litigation costs to Class Counsel, the Enhancement Award to the Class Representative, the
20 settlement administration costs, \$40,000.00 allocated to penalties under the California Private
21 Attorneys General Act ("PAGA") with \$30,000.00 (three-fourth) paid to the California Labor
22 and Workforce Development Agency ("LWDA") and \$10,00.00 (one-fourth) paid to the
23 Settlement Class, and any other payments provided by the Settlement, but excluding the
24 employer share of the payroll taxes, as defined herein, which shall be Defendant's responsibility
25 in addition to this amount. It is understood and agreed that Defendant's total liability under the
26 Settlement shall not exceed the sum of \$720,000, except with respect to the employer share of
27 the payroll taxes, which shall be Defendant's responsibility in addition to this amount, and
28 except as expressly provided for hereinbelow in the event the workweek count exceeds 77,854

1 by more than 10% for the time period of February 26, 2016 to February 22, 2021. It is
2 understood and agreed that Defendant shall have no obligation to pay any person, entity or
3 organization more than the amount of its maximum total liability under the Settlement. It is
4 further understood and agreed that Defendant will separately pay the employer share of the
5 payroll taxes associated with the wage portion of the Settlement Awards.

6 TERMS OF SETTLEMENT

7 12. NOW THEREFORE, in consideration of the mutual covenants, promises and
8 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9 a. It is agreed by and among Plaintiff and Defendant that this Action and any
10 claims, damages or causes of action arising out of the Complaint which are the subject of this
11 Action, be settled and compromised as between the Settlement Class and Defendant, subject to
12 the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

13 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
14 shall become effective when all of the following events have occurred: (i) this Stipulation of
15 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the
16 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
17 given to the Settlement Class, providing them with an opportunity to opt out of the Settlement;
18 (iv) the Court has held a formal fairness hearing and entered a final order and judgment
19 certifying the Settlement Class and finally approving this Stipulation of Settlement, without
20 objection; and (v) in the event there are written objections filed prior to the formal fairness
21 hearing which are not later withdrawn, the later of the following events: when the period for
22 filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without
23 any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other
24 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with
25 no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has
26 upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it
27 is the intention of the Parties that the Settlement shall not become effective until the Court's
28 order approving the Settlement is completely final, and there is no further recourse by an

1 appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that
2 this Settlement will not become effective if Defendant is required to pay more than the total
3 amount of its maximum total liability under the Settlement under any circumstances, except as
4 provided for herein. It is further agreed by and between the Parties that this Settlement shall not
5 become effective, and Defendant shall not have any obligation (monetary or otherwise) under the
6 terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of
7 appeal with respect to any objections or the judgment, have been finally exhausted and resolved
8 upholding the terms of this Settlement.

9 c. Maximum Settlement Amount, and Net Settlement Amount: To
10 implement the terms of this Settlement, Defendants agree to pay \$720,000, which includes all
11 Settlement Awards to Class Members, the Enhancement Award to the Class Representative,
12 \$40,000.00 allocated to penalties under PAGA with \$30,000.00 (three-fourth) paid to the LWDA
13 and \$10,00.00 (one-fourth) paid to the Settlement Class, and settlement administration expenses
14 (“Maximum Settlement Amount”), but excludes the employer share of the payroll taxes, which
15 shall be Defendant’s responsibility in addition to this amount. The Maximum Settlement
16 Amount will be fully paid out without any residue returning to Defendant. At no time shall
17 Defendant have the obligation to segregate the funds comprising the Maximum Settlement
18 Amount, and Defendant shall retain exclusive authority over and responsibility for those funds
19 subject to the disbursement of funds necessary for the payment of claims, approved attorneys’
20 fees, approved costs, approved Enhancement Award to the Class Representative, the settlement
21 administration fees and expenses, the payment to the LWDA pursuant to PAGA, and any other
22 payments provided by this Settlement. The Settlement Awards paid to Class Members, the
23 attorneys’ fees and litigation costs to Class Counsel, the Enhancement Award to the Class
24 Representative, the fees and expenses of the Settlement Administrator, the payment to the
25 LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid
26 out of the Maximum Settlement Amount. The “Net Settlement Amount,” the amount available
27 for potential distribution to Class Members, shall be calculated by deducting from the Maximum
28 Settlement Amount, (i) Class Counsel’s attorneys’ fees and litigation costs, (ii) the Enhancement

1 Award, (iii) the PAGA penalty payment to the LWDA as described further below, and (iv) the
2 fees and expenses of the Settlement Administrator. Settlement Awards to the Class Members
3 will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as
4 set forth below. Defendant will separately pay the employer share of the payroll taxes associated
5 with the wage portion of the Settlement Awards (defined and allocated below).

6 i. Settlement Awards to Class Members: Settlement Awards to Class
7 Members will be calculated by the Settlement Administrator based upon information provided by
8 Defendant. The workweeks will be calculated by the Settlement Administrator for each Class
9 Member by dividing the total days employed as a Class Member during the Class Period by
10 seven. Partial workweeks will not be counted; however, if a Class Member worked only one day
11 as a Class Member, such Class Member will be credited with having worked one workweek for
12 purposes of the Settlement. Defendant's workweek data will be presumed to be correct, unless a
13 particular Class Member proves otherwise to the Settlement Administrator by credible written
14 evidence. All workweek disputes will be resolved and decided by the Settlement Administrator,
15 and the Settlement Administrator's decision on all workweek disputes will be final and non-
16 appealable. The amount to be paid per workweek to eligible Class Members will be calculated by
17 the Settlement Administrator by dividing the Net Class Settlement Amount by the aggregate
18 number of weeks worked by Class Members who do not opt out of the Settlement. Any person
19 who opts out of the Settlement is not a Class Member and is ineligible to object to the Settlement
20 or to participate in the Settlement.

21 ii. Private Attorneys General Act Allocation: The Parties have agreed
22 to allocate \$40,000.00 of the Maximum Settlement Amount to Plaintiffs' claims under PAGA.
23 Seventy-five percent (75%) of this amount, or in other words \$30,000.00, will be paid out of the
24 Maximum Settlement Amount to the Labor and Workforce Development Agency ("LWDA") of
25 the State of California, and the remaining balance of \$10,000.00 will remain included within the
26 Net Settlement Amount. The \$10,000.00 payable to the Class Members who worked any hours
27 for Defendant between March 4, 2019 through the date the Court preliminarily approves the
28 Settlement ("PAGA Members"). The "PAGA Period" is March 4, 2019 through the date the

1 Court preliminary approves the Settlement. "PAGA Shares" will be calculated by the Settlement
2 Administrator based upon the of workweeks worked by the PAGA Members during the PAGA
3 Period based on information to be provided by Defendant. The workweeks will be calculated by
4 the Settlement Administrator for each PAGA Member by dividing the total days employed as a
5 Class Member during the PAGA Period by seven. Partial workweeks will not be counted;
6 however, if a PAGA Member worked only one day as a PAGA Member, such PAGA Member
7 will be credited with having worked one workweek for purposes of the Settlement. Defendant's
8 workweek data will be presumed to be correct, unless a particular PAGA Member proves
9 otherwise to the Settlement Administrator by credible written evidence. All workweek disputes
10 will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's
11 decision on all workweek disputes will be final and non-appealable. The amount to be paid per
12 workweek to PAGA Members will be calculated by the Settlement Administrator by dividing the
13 Net PAGA Settlement Amount by the aggregate number of weeks worked by PAGA Members.

14 iii. Allocation of Settlement Awards: The Parties have agreed, based
15 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
16 Members will allocated to alleged unpaid wages for which IRS Forms W-2 will issue, with the
17 exception of PAGA penalties, for which IRS FORMS 1099-MISC will issue.

18 iv. Settlement Awards Do Not Trigger Additional Benefits: All
19 Settlement Awards to Class Members shall be deemed to be income to such Class Members
20 solely in the year in which such awards actually are received by the Class Members. It is
21 expressly understood and agreed that the receipt of such Settlement Awards will not entitle any
22 Class Member to additional compensation or benefits under any company bonus, contest or other
23 compensation or benefit plan or agreement in place during the period covered by the Settlement,
24 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
25 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
26 Awards provided for in this Agreement are the sole payments to be made by Defendant to the
27 Class Members in connection with this Settlement, and that the Class Members are not entitled to
28 any new or additional compensation or benefits as a result of having received the Settlement

1 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
2 modification, Defendant further agrees to pay, from the Maximum Settlement Amount, Class
3 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 14 below.

4 vi. Class Representative: The Parties agree to the designation of
5 Plaintiff Lindsay Jorge as "Class Representative." Subject to Court approval, Defendant agrees
6 to pay Plaintiff, from the Maximum Settlement Amount, an Enhancement Award at no additional
7 cost to the Released Parties, and subject to Plaintiff's execution of a general release of all claims
8 under California Code of Civil Procedure Section 1542. The Enhancement Award cannot exceed
9 \$5,000.00, subject to Court approval, and is in addition to any claimed Individual Settlement
10 Payment to which Plaintiff is entitled under this Stipulation of Settlement. The Enhancement
11 Award is to be part of, and to be deducted from, the Maximum Settlement Amount. Defendant
12 or the Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award
13 to the Plaintiff for Plaintiff's service as a Class Representative, and Plaintiff will be responsible
14 for correctly characterizing this compensation for tax purposes and for paying any taxes on the
15 amounts received. Should the Court approve an Enhancement Award to the Class
16 Representative in an amount less than that set forth above, the difference between the lesser
17 amount approved by the Court and the Enhancement Award set forth above shall be added to the
18 Net Settlement Amount.

19 vii. Settlement Administrator: The Settlement Administrator will be
20 Simpluris, Inc. as mutually agreed upon by the Parties, after review and approval by the Parties
21 of a not-to-exceed quote for settlement administration expense which Plaintiff's counsel agrees
22 to request and circulate to Defendant's counsel. All settlement administration expenses shall be
23 paid out of the Maximum Settlement Amount. The fees of the Settlement Administrator for
24 work done shall be paid by Defendant regardless of the outcome of this Settlement. The
25 expenses associated with settlement administration are not to exceed \$15,000.00.
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viii. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to all Class Members who have not opted out of the Settlement within 30 calendar days after the Settlement becomes effective as defined in Paragraph 12(b).

ix. Notice of Settlement Award: For each Class Member, there will be pre-printed information on the Notice of Settlement Award Form mailed to the Class Member, based on Defendant's records, stating the number of weeks worked as Class Member during the Class Period, along with each Class Member's estimated Settlement Award amount. The Notice of Settlement Award Form shall be substantially in the form identified as Exhibit 1 to this Settlement. The pre-printed information based on Defendant's records shall be presumed to be correct, unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Notice of Settlement Award Form as to the weeks worked during the Class Period by submitting written evidence to the Settlement Administrator with the Notice of Settlement Award Form. All disputes regarding weeks worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

d. Enhancement Award to Plaintiff for Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff within 30 calendar days after the Settlement becomes effective as defined in Paragraph 12.b.

e. Right to Rescission: If more than five percent (5%) of the Settlement Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Pendency of Class Action and Proposed Settlement, Defendant shall have the right (but need not) in its sole discretion to rescind and to void the Settlement, before final approval by the Court, by providing written notice to Class Counsel no later than ten (10) calendar days before the final approval hearing date. If Defendant exercises this option, Defendant shall pay any costs of Settlement Administration incurred up to that date, but not to include Class Counsel's fees and costs.

13. The Parties have agreed to the appointment of Simpluris, Inc. to perform the customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement and approval by the Court. The Settlement Administrator will mail the Notice of Pendency of Class Action and Proposed Settlement and Notice of Settlement Award Form to all Class Members, which shall be substantially the same as Exhibits 1 and 2 hereto. The Settlement Administrator will independently review the Notice of Settlement Award Form and Defendant's data, based on Defendant's records, as to the number of weeks worked during the Class Period, and will calculate the amounts due to Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant's records to perform its duties. At the request of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and mail Settlement Award checks to all Class Members. Defendant shall be able to review proposed distributions and class workweek data to ensure correct and accurate distributions and representations to the Class Members through the Class Notice and Notice of Settlement Award Form are accurate. Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

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14. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed one-third of the Maximum Settlement Amount and attorneys' costs not to exceed \$15,000 from the Maximum Settlement Amount. Defendant will not object to Class Counsel's

1 application for attorneys' fees and litigation costs up to these amounts. The amounts set forth
2 above will cover all work performed and all fees and costs incurred to date, and all work to be
3 performed and all fees and costs to be incurred in connection with the approval by the Court of
4 this Stipulation of Settlement, the administration of the Settlement, and obtaining the final
5 judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser
6 amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and
7 the maximum amounts set forth above shall be added to the Net Settlement Amount.

8 15. The attorneys' fees and litigation costs approved by the Court shall be paid to
9 Class Counsel within 30 calendar days after the Settlement becomes effective as defined in
10 Paragraph 12.b.

11 NOTICE TO THE PLAINTIFF CLASS

12 16. A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for
13 Final Court Approval ("Notice of Pendency of Class Action and Proposed Settlement") shall be
14 jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement
15 Administrator to the Class Members by first class mail. The Notice of Pendency of Class Action
16 and Proposed Settlement shall be substantially in the form identified as Exhibit 2 to this
17 Settlement.

18 a. Within 30 calendar days of preliminary approval of this Settlement by the
19 Court, Defendant shall provide to the Settlement Administrator the Class Members' names, last-
20 known addresses, last-known telephone numbers, social security numbers, and workweek data
21 during the Class Period. The Parties agree the Social Security Numbers will be used only by the
22 Settlement Administrator for the sole purpose of effectuating the Settlement and will not be
23 provided to Class Counsel at any time or in any form. Notwithstanding anything herein to the
24 contrary, Class Counsel will not be entitled to receive the confidential contact information and/or
25 Social Security Numbers of Class Members. To the extent Class Counsel possesses or comes to
26 possess the Class Members' contact information and/or Social Security Numbers from the
27 Settlement Administrator, Class Counsel shall return all such information (including copies and
28 data or information derived therefrom) within 5 calendar days from the date the Court finally

1 approves the Settlement, shall not retain copies of such information, and shall not maintain or
2 use such information for any purpose. The spreadsheet provided for above, shall be based on
3 Defendant's payroll and other business records and in a format acceptable to the Settlement
4 Administrator. Defendant agrees to consult with the Settlement Administrator prior to the
5 production date to ensure that the format will be acceptable to the Settlement Administrator. The
6 Settlement Administrator will run a check of the Class Members' addresses against those on file
7 with the U.S. Postal Service's National Change of Address List. Within 30 days of receiving the
8 class information from Defendant, the Settlement Administrator will mail the Notice and Notice
9 of Settlement Award Form to Class Members.

10 b. Notices returned to the Settlement Administrator as non-delivered during
11 the 60-calendar day period for the submission of exclusions or objections shall be resent to the
12 forwarding address, if any, on the returned envelope. If there is no forwarding address, the
13 Settlement Administrator will do an NCOA check and will skip-trace return mail and re-mail
14 within five (5) days of receipt using the Class Member's Social Security Number; this search
15 will be performed only once per Class Member by the Settlement Administrator. Class Members
16 who receive re-mailed notices will receive an extension of time to submit an exclusion or
17 objection accordingly. Upon completion of these steps by the Settlement Administrator,
18 Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to
19 provide the Notice of Pendency of Class Action and Settlement and Notice of Settlement Award
20 Form to the affected member of the Settlement Class. The affected member of the Settlement
21 Class shall remain a member of the Settlement Class and shall be bound by all the terms of the
22 Stipulation of Settlement and the Court's Order and Final Judgment.

23 c. The Notice of Pendency of Class Action and Settlement shall also identify
24 the procedures for opting out of or objecting to the Settlement.

25 d. Class Counsel shall provide to the Court, at least sixteen (16) Court days
26 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
27 diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class
28 Action and Proposed Settlement and the Notice of Settlement Award Form.

ADMINISTRATION PROCESS

17. Class Members shall have sixty (60) calendar days from the date of mailing (or re-mailing) to respond to the Notice of Pendency of Class Action and Proposed Settlement and Notice of Settlement Award Form.

18. For any Notice of Settlement Award Forms submitted by Class Members, they shall be sent directly by Class Members to the Settlement Administrator at the address indicated on the Notice of Settlement Award Form. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the outcome of any disputes raised through the Notice of Settlement Award Forms. Settlement Awards to Class Members will be mailed by the Settlement Administrator within thirty (30) calendar days after the Settlement becomes effective as defined in Paragraph 12(b). Settlement Award checks shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance; upon the deadline to cash the Settlement Award checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the Class Member within that time, at which point the Class Member's claim will be deemed void and of no further force or effect, and the Class Member's claims will remain released by the Settlement. The checks provided to Class Members shall prominently state the expiration date or a statement that the checks will expire in one hundred twenty (120) days, or alternatively, such a statement may be made in a letter accompanying the check. Expired Settlement Award checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement Award checks after the expiration date will be paid within fourteen (14) calendar days after the one hundred twenty (120) day check cashing period expires, pursuant to Code of Civil Procedure section 384(b), to Koinonia Family Services ("Koinonia"), a non-profit 501(c)(3) organization, for child advocacy programs in the state of California as a *cy pres* recipient, subject to Court approval. Any residue received by Koinonia shall be ordered by the Court to be used solely for child advocacy programs within the State of California pursuant to Code of Civil Procedure section 384(b). Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendant with a report listing the amount of all payments to be made to each Class

1 Member. Defendant, on behalf of the Released Parties, will pay to the Settlement Administrator
2 the Maximum Settlement Amount within thirty (30) calendar days after the Settlement becomes
3 effective as defined in Paragraph 12.b. The Settlement Administrator will be responsible for
4 making appropriate deductions, calculating and reporting the employer payroll taxes on the
5 Settlement Awards, paying to Class Counsel any Court-approved attorneys' fees and litigation
6 costs, paying to the Class Representatives any Court-approved Enhancement Award, paying the
7 LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting
8 tax reporting obligations, and for issuing the individual Settlement Awards to Class Members.
9 Proof of compliance with the Court's final approval order will be provided to counsel for the
10 Parties by the Settlement Administrator within twenty-one (21) days after all payment
11 obligations, the check cashing deadline for Class Members, and payment to the *cy pres*
12 beneficiary have passed.

13 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

14 19. Opting Out of the Settlement. For those Class Members who do not wish to
15 participate in the Settlement, such Class Members may exclude themselves by submitting a
16 timely written request to the Settlement Administrator. The written request ("Request for
17 Exclusion") should state that he/she has received the Notice of Pendency of Class Action and
18 Proposed Settlement, decided not to participate in the Settlement, and words to the effect that
19 he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the
20 individual's full name, address, date of birth, and the dates he/she worked as a non-exempt
21 employee for Defendant in California. The Request for Exclusion must also state that it is in
22 reference to the case of *Lindsay Jorge v. The Michaels Organization, LLC*, Case No. MSC20-
23 00462. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or
24 the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked
25 and mailed to the Settlement Administrator no later than sixty (60) calendar days after the
26 Settlement Administrator mails (or re-mails) the Notice of Pendency of Class Action and
27 Proposed Settlement and Notice of Settlement Award Form to the Class Members. Any
28 individual who submits a Request for Exclusion will not be allowed to object to the terms of the

1 Settlement, except with the express permission of the Court. Non-participating Class Members
2 will receive no Settlement Award, but their election not to participate in the Settlement will
3 reduce neither the Maximum Settlement Amount nor the Net Settlement Amount. Their
4 respective Settlement Award will remain a part of the Net Settlement Amount for distribution to
5 Class Members on a *pro rata* basis relative to their Settlement Award.

6 20. Objecting to the Settlement. Any individual who does not exclude himself/herself
7 from the Settlement can object to the terms of the Settlement before the deadline to object to the
8 Settlement. To object, the individual may file a written objection and a notice of intention to
9 appear at the Final Approval hearing with the Clerk of the Contra Costa County Superior Court
10 of the State of California and send copies to the Settlement Administrator, Class Counsel and
11 counsel for Defendant. Any written objection should state each specific reason in support of the
12 objection and any legal support for each objection. The individual must state his/her full name,
13 address, date of birth, and the dates he/she worked as a non-exempt employee in California for
14 Defendant. To be valid and effective, any written objections to approval of the Settlement must
15 be filed with the Clerk of the Court or delivered to the Settlement Administrator, Class Counsel
16 and/or counsel for Defendant no later than sixty (60) calendar days after the Settlement
17 Administrator mails the Notice of Pendency of Class Action and Proposed Settlement and Notice
18 of Settlement Award Form to the Class Members. Objections may also be made at the Final
19 Approval hearing without a written objection being submitted, but only with the Court's express
20 permission. If the Court rejects the objection, the individual will be bound by the terms of the
21 Settlement.

22 RELEASE BY THE CLASS AND PAGA MEMBERS

23 21. Effective upon the date of final approval by the Court of this Stipulation of
24 Settlement, and upon funding of the Maximum Settlement Amount in full by Defendant, and
25 except as to such rights or claims as may be created by this Stipulation of Settlement, the
26 Settlement Class and each member of the Class who has not submitted a valid Request for
27 Exclusion, fully releases and discharges (i) Defendant; (ii) Michaels Management –
28 Affordable, LLC; (iii) Interstate Realty Management Company; (iv) Michaels Management

Services, LLC; (v) Michaels Management Services, Inc.; (vi) Michaels Student Living Management; (vii) University Student Living, LLC; (viii) Michaels Student Living Management; (ix) University Student Living Management, LLC; (x) their respective past, present and future direct and indirect subsidiaries and affiliates of any of the foregoing; (xi) the past, present, and future, shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; (xii) any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties"), from all claims alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 4, 201, 202, 203, 204, 215, 216, 218.6, 221, 222, 223, 225, 225.5, 226, 226.6, 226.7, 227.3, 256, 354, 408, 452, 510, 512, 553, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq., and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged unpaid wages, vacation, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unreimbursed business expenses, uniforms and equipment, failure to pay additional 401 (k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action from March 4, 2016 through the date the Court finally approves the Settlement (collectively "Released Class Claims").

1 22. The claims to be released by the PAGA Members include all claims arising
2 during the PAGA Period to the maximum extent permitted by law, and as a private attorney
3 general acting on behalf of himself and the PAGA Members, asserted or could reasonably have
4 asserted based on the facts alleged in the Action and/or the LWDA letter, including but not
5 limited to all such claims arising under the California Labor Code (including, but not limited
6 to, sections 4, 201, 202, 203, 204, 215, 216, 218.6, 221, 222, 223, 225, 225.5, 226, 226.6,
7 226.7, 227.3, 256, 354, 408, 452, 510, 512, 553, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698
8 et seq., 2802 as alleged in the Complaint), California Industrial Commission Wage Orders, Cal.
9 Code Regs., Title. 8, section 11040, et seq.) and any other Labor Code section or Wage Order
10 based on the facts alleged in the Action (collectively "Released PAGA Claims").

11 23. Expressly excluded from the release are claims for retaliation, discrimination,
12 unemployment insurance, disability, workers compensation, and claims outside the Released
13 Class Claims.

14 24. In addition to the Released Class Claims and Released PAGA Claims identified
15 in Paragraph 21 and 22, Plaintiff Lindsay Jorge, as an individual only, agrees to release any
16 and all claims, whether known or unknown, under all federal, state and local statutes, and
17 federal and state common law (including, but not limited to, those for contract, tort, and
18 equity), including, without limitation, the California Unfair Competition Act (California
19 Business and Professions Code section 17200 et seq.) and the California Labor Code, including
20 section 132a claims against the Released Parties. Plaintiff Lindsay Jorge acknowledges the
21 language of Section 1542 of the California Civil Code, which provides:

22 A general release does not extend to claims that the creditor or
23 releasing party does not know or suspect to exist in his or her favor
24 at the time of executing the release and that, if known by him or
 her, would have materially affected his or her settlement with the
 debtor or released party.

25 Plaintiff Lindsay Jorge expressly waives the protection of Section 1542. Plaintiff
26 understands and agrees that claims or facts in addition to or different from those which are now
27 known or believed by them to exist may hereafter be discovered. It is Plaintiff Lindsay Jorge's
28

1 intention to settle fully and release all of the claims she now has against the Released Parties,
2 whether known or unknown, suspected or unsuspected.

3 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

4 25. Plaintiff shall promptly submit this Stipulation of Settlement to the Contra Costa
5 County Superior Court in support of Plaintiff's Motion for Preliminary Approval and
6 determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to
7 provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion
8 for Preliminary Approval. At the same time Plaintiff submits this Stipulation of Settlement to
9 the Contra Costa County Superior Court, Plaintiff agrees to submit a copy of the Stipulation of
10 Settlement to the LWDA. At the hearing on the Preliminary Approval, the Parties will appear
11 and support the granting of the motion. Should the Court decline to preliminarily approve
12 material aspects of the Settlement (including but not limited to the scope of release to be
13 granted by Class Members or the binding effect of the Settlement on Class Members), the
14 Parties shall work together in good faith to address any concerns raised by the Court and
15 propose a revised Settlement for the Court's approval. Promptly upon execution of this
16 Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an order
17 preliminarily approving the Settlement in a form that is mutually agreeable between the Parties
18 and also provides for the following:

19 a. Scheduling a fairness hearing on the question of whether the proposed
20 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
21 the Class Representative's Enhancement Award should be finally approved as fair, reasonable
22 and adequate as to the members of the Settlement Class;

23 b. Certifying a Settlement Class, Plaintiff Lindsay Jorge as Class
24 Representative, and Shaun Setareh of Setareh Law Group as Class Counsel;

25 c. Approving as to form and content the proposed Notice of Pendency of
26 Class Action and Proposed Settlement and proposed Notice of Settlement Award;

1 d. Approving the manner and method for Class Members to request
2 exclusion from the Settlement as contained herein and within the Notice of Pendency of Class
3 Action and Proposed Settlement;

4 e. Directing the mailing of the Notice of Pendency of Class Action and
5 Proposed Settlement by first class mail to the Class Members; and

6 f. Preliminarily approving the Settlement subject only to the objections of
7 Class Members and final review by the Court; and

8 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
9 other cases, claims, suits or administrative proceedings (including filing claims with the Division
10 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
11 the Released Class Claims unless and until such Class Members have filed valid Requests for
12 Exclusion with the Settlement Administrator.

13 h. The Preliminary Approval Order shall be substantially in the form
14 identified as Exhibit 3 to this Settlement.

15 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

16 26. Class Counsel agreed to return or destroy all confidential documents, lists and
17 data in all forms and formats (originals and copies) within five (5) calendar days from final
18 Court approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to
19 review, and to approve before filing, Plaintiff's Motion for Final Approval of Class Action
20 Settlement. At the hearing on the Final Approval, the Parties will appear and support the
21 granting of the motion. Should the Court decline to finally approve material aspects of the
22 Settlement (including but not limited to the scope of release to be granted by Class Members or
23 the binding effect of the Settlement on Class Members), the Parties shall work together in good
24 faith to address any concerns raised by the Court and propose a revised Settlement for the
25 Court's approval. However, an award by the Court of a lesser amount than that sought by
26 Plaintiff and Class Counsel for the PAGA penalty payment, Enhancement Award, the Class
27 Counsel's Court-approved attorneys' fees and litigation costs, will not constitute a material
28 modification to the Settlement within the meaning of this paragraph. Class Counsel agrees to

1 submit a proposed final order and judgment, in a form that is mutually agreeable between the
2 parties and also provides for the following:

3 a. Approving the Settlement, adjudging the terms thereof to be fair,
4 reasonable and adequate, and directing consummation of its terms and provisions;

5 b. Approving Class Counsel's application for an award of attorneys' fees and
6 litigation costs;

7 c. Approving the Enhancement Award to the Class Representative; and

8 d. Entering judgment in accordance with California Rules of Court, Rule
9 3.769(h), and permanently barring and enjoining all members of the Settlement Class from
10 prosecuting against Defendant and the Released Parties any claims released by this Stipulation of
11 Settlement.

12 e. The Final Approval Order shall be substantially in the form identified as
13 Exhibit 4 to this Settlement.

14 PARTIES' AUTHORITY

15 27. The signatories hereto hereby represent that they are fully authorized to enter
16 into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions
17 thereof.

18 MUTUAL FULL COOPERATION

19 28. The Parties agree to fully cooperate with each other to accomplish the terms of
20 this Stipulation of Settlement, including, but not limited to, execution of such documents and
21 taking such other action as reasonably may be necessary to implement the terms of this
22 Stipulation of Settlement. The Parties shall use their best efforts, including all efforts
23 contemplated by this Stipulation of Settlement and any other efforts that may become
24 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and
25 the terms set forth herein. As soon as practicable after execution of this Stipulation of
26 Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its
27 counsel, take all necessary steps to secure the Court's final approval of this Stipulation of
28 Settlement.

1 29. The Parties and their respective counsel agree that they will not attempt to
2 encourage or discourage Class Members from filing Requests for Exclusion.

3 NO PRIOR ASSIGNMENTS

4 30. The Parties and their counsel represent, covenant and warrant that they have not
5 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
6 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
7 action or right herein released and discharged except as set forth herein.

8 NO ADMISSION

9 31. Nothing contained herein, nor the consummation of this Stipulation of
10 Settlement, is to be construed or deemed an admission of liability, culpability, negligence or
11 wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this
12 Stipulation of Settlement solely with the intention to avoid further disputes and litigation with
13 the attendant inconvenience and expenses.

14 ENFORCEMENT ACTIONS

15 32. The Parties agree that the Contra Costa County Superior Court shall retain
16 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil
17 Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of
18 Settlement institutes any legal action or other proceeding against any other Party or Parties to
19 enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under
20 this Stipulation of Settlement, the successful party or Parties shall be entitled to recover from
21 the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including
22 expert witness fees incurred in connection with any enforcement actions.

23 NOTICES

24 33. Unless otherwise specifically provided herein, all notices, demands or other
25 communications given hereunder shall be in writing and shall be deemed to have been duly
26 given as of the third business day after mailing by United States registered or certified mail,
27 return receipt requested, addressed as follows:

1 **To Plaintiff and the Settlement Class:**

2 Shaun Setareh
3 William M. Pao
4 Jose Patino
5 SETAREH LAW GROUP
6 9665 Wilshire Boulevard, Suite 430
7 Beverly Hills, California 90212

8 **To Defendant:**

9 Cary G. Palmer (SBN 186601)
10 Evan D. Beecher (SBN 280364)
11 JACKSON LEWIS P.C.
12 400 Capitol Mall, Suite 1600
13 Sacramento, CA 95814

14 **NO PUBLIC COMMENT**

15 34. The Class Representative and Class Counsel will not make any public
16 disclosure of the Settlement, the Stipulation of Settlement, or the Confidential Memorandum of
17 Understanding except through Court filings to approve the Settlement. Class Counsel will take
18 all steps necessary to ensure that the Class Representative is aware of, and will ensure that
19 Class Representative adheres to, the restriction against any public disclosure of the Settlement,
20 the Stipulation of Settlement, or the Confidential Memorandum of Understanding. Following
21 preliminary Court approval of the Settlement, the Class Representative and Class Counsel will
22 not initiate any communications (directly or indirectly) with the media regarding the Action.
23 Class Counsel will take all steps reasonably necessary to ensure the Class Representative is
24 aware of, and will ensure that she will adhere to, the restriction against any media comment on
25 the Settlement and its terms.

26 **CONSTRUCTION**

27 35. The Parties hereto agree that the terms and conditions of this Stipulation of
28 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
this Stipulation of Settlement shall not be construed in favor of or against any party by reason
of the extent to which any party or his, her or its counsel participated in the drafting of this
Stipulation of Settlement.

36. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

37. This Stipulation of Settlement may not be changed, altered or modified, except in a writing that explicitly references this Stipulation of Settlement, is signed by the Parties hereto, and is approved by the Court, except as provided for in paragraph 42 below. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

38. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

39. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

40. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Pendency of Class Action and Proposed Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

POTENTIAL CLASS SIZE MODIFICATION

42. For mediation, Defendant represented that from February 26, 2016 to February 21, 2021, when the data was pulled, 891 persons were employed as Class Members over a span of approximately 77,854 workweeks. Defendant agrees to update the Class Member headcount and workweeks prior to Preliminary Approval. If the workweeks increase between February 26, 2016 and February 21, 2021 by more than 10 percent (i.e., more than 7,785 workweeks), the Maximum Settlement Amount will increase proportionally by the workweek percentage increase above 10 percent.

PLAINTIFF'S MOTION FOR FEES AND COSTS

43. Unless otherwise ordered by the Court, Class Counsel shall file their application for the Court-approved attorneys' fees and litigation costs no later than the date the motion for final approval is to be filed, and the application will be scheduled to be heard by the Court at the Final Approval hearing. The Notice of Pendency of Class Action and Proposed Settlement will provide that Class Members who wish to object to the Class Counsel's Court-approved attorneys' fees and litigation costs may submit to the Settlement Administrator, with copies to Parties' Counsel, not later than 45 days after the Settlement Administrator mails the Notice of Pendency of Class Action and Proposed Settlement, written objection to the fees and costs setting forth the grounds for the objection. A Class Member who does not submit a written statement of objection in the manner and by the deadline specified above, or who fails to attend the hearing on the application for attorneys' fees and litigation costs and object in person, will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees and Expense Payment, except

1 when permitted by the Court. Non-participating Class Members who submitted a valid Request
2 for Exclusion shall have no ability to object to the Court-approved attorneys' fees and litigation
3 costs.

4 ATTORNEY AUTHORIZATION

5 44. Class Counsel and Defendant's Counsel warrant and represent that they are
6 authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or
7 permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its
8 terms, and to execute any other documents required to effectuate the terms of this Stipulation
9 of Settlement including any amendments to this Stipulation of Settlement. The Parties and their
10 counsel will cooperate with each other and use their best efforts to affect the implementation of
11 the Stipulation of Settlement. In the event the Parties are unable to reach agreement on the
12 form or content of any document needed to implement the Stipulation of Settlement, or on any
13 supplemental provisions that may become necessary to effectuate the terms of this Stipulation
14 of Settlement, the Parties will seek the assistance of the Mediator Tripper Ortman for
15 resolution.

16 SEVERABILITY

17 45. The Parties to this Stipulation of Settlement agree, covenant, and represent that
18 each and every provision of this Stipulation of Settlement shall be deemed to be contractual,
19 and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the
20 Parties further agree, covenant, and represent that each and every provision of this Stipulation
21 of Settlement shall be considered severable. If a court of competent jurisdiction finds any
22 provision to be invalid or unenforceable for any reason, that provision, or part thereof, shall
23 remain in full force and effect to the extent allowed by law, and all of the remaining provisions
24 of this Stipulation of Settlement shall remain in full force and effect.

25 EXTENSION OF TIME

26 46. If either Party cannot reasonably comply with an obligation under this
27 Stipulation of Settlement by the deadline set forth herein applicable to that obligation, that
28 Party may apply to the Court for a reasonable extension of time to fulfill that obligation.

Consent to such a request for an extension will not be unreasonably withheld by the other Party.

NO WAIVER

47. No waiver of any condition or covenant contained in this Stipulation of Settlement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

APPLICABLE LAW

48. All terms and conditions of this Stipulation of Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California.

FAIR SETTLEMENT

49. The Parties and their respective counsel believe and warrant that this Stipulation of Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Stipulation of Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

NO TAX ADVICE

50. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: 12/13/2021



LINDSAY JORGE

1 **Defendant**

2 Dated: 1/27/2022

THE MICHAELS ORGANIZATION, LLC

3
4 By: 

5 APPROVED AS TO FORM:

6 Dated: 12/14/2021

SETARAH LAW GROUP

7
8 By: Shaun Setareh
9 Shaun Setarah
10 William Pao
11 Jose Patino
12 Attorneys for Plaintiff

13 Dated: 1/28/2022

JACKSON LEWIS P.C.

14 By: 
15 Cary G. Palmer
16 Evan D. Beecher
17 Attorneys for Defendant
18
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27
28

This document was signed by:

Lindsay Jorge



Vinesign

Date

12/13/2021 10:37 PM UTC

Phone

9256907224

IP Address

73.222.154.158

Confirmation

ABE5D8209DFB9455647C74D6DA501496
F1E3457233785E1258DBCCD81EDAFFBE



VINESIGN.COM

This document was signed by:

Shaun Setareh

Shaun Setareh

Vinesign

Date

12/14/2021 9:08 PM UTC

Phone

3107467978

IP Address

104.180.15.40

Confirmation

84A5A6A528F3A0C2D79058F5ED6960E5
19839737AA3BD1F5611D11D98F32E321



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EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA**

LINDSAY JORGE v. THE MICHAELS ORGANIZATION, LLC
CONTRA COSTA COUNTY SUPERIOR COURT, CASE NO. MSC20-00462

NOTICE OF SETTLEMENT AWARD

MAIL TO Settlement Administrator c/o
--

INSTRUCTIONS

You must complete, sign, date and mail this Form to the address above **ONLY IF**: (1) your personal information has changed; and/or (2) you dispute the information. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your information has changed:

Former Names (if any)

Street Address

City State Zip Code

(III) According to Defendant The Michaels Organization, LLC's records, you worked workweeks as a non-exempt employee in California between March 4, 2016 and [date of preliminary approval] ("Class Period"). You also worked pay periods as a non-exempt employee in California between March 4, 2019 and [date of preliminary approval] (the "PAGA Period"). As a result, you are entitled to receive approximately \$ for the Class Period and the PAGA Period combined.

(IV) If you disagree with the number of workweeks and/or pay periods worked as stated in Paragraph (III) above, please explain why, including the number of workweeks and/or pay periods you claim to have worked as a non-exempt employee in California during the Class Period and/or the PAGA Period for The Michaels Organization, LLC.

If you dispute the above information from Defendant The Michaels Organization, LLC's records, the Company's records will control unless you are able to provide documentation that establishes otherwise and that the Company's records are mistaken. If there is a dispute about whether Company's information or yours is accurate, and the dispute cannot be resolved informally by the attorneys for the parties, the dispute will be resolved by the Claims Administrator as described in the Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement; the Claims Administrator's decision will be final and binding with no opportunity for appeal.

Please Note: All settlement awards may be subject to taxation and tax withholdings, and may be reported to the IRS and state tax authorities. IRS Forms W-2 and 1099 (and equivalent California forms) will be issued pertaining to your Settlement Award and PAGA Share. The settlement checks will only be valid for 120 days and will not be re-issued.

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

LINDSAY JORGE, on behalf of herself, all others similarly
situated, and the general public,

Plaintiff,

vs.

THE MICHAELS ORGANIZATION, LLC, a New Jersey
Limited Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. MSC20-00462

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

**ATTENTION: ALL NON-EXEMPT EMPLOYEES OF THE MICHAELS ORGANIZATION, LLC WHO WORKED
IN CALIFORNIA FROM MARCH 4, 2016 THROUGH [DATE OF PRELIMINARY APPROVAL]:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF
CLASS ACTION AND PAGA LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT
ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

**IF YOU WISH TO RECEIVE YOUR PORTION OF THE SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE
SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE
[REDACTED], 2022.**

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement of the Superior Court of the State of California
for Contra Costa County entered [REDACTED], 2022, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court
of the State of California for the County of Contra Costa on behalf of all individuals employed by The Michaels Organization, LLC as
non-exempt employees in California between March 4, 2016 through [Date of Preliminary Approval] (the "Settlement Class" or "Class
Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who
previously settled, released or received awards for claims covered by the Settlement. This settlement also covers all employees who
were employed by and worked hours for The Michaels Organization, LLC as non-exempt employees in California between March 4,
2019 through [Date of Preliminary Approval] ("PAGA Members").

"Released Parties" in the Action include (i) The Michael's Organization ("Defendant"); (ii) Michaels Management –
Affordable, LLC; (iii) Interstate Realty Management Company; (iv) Michaels Management Services, LLC; (v) Michaels Management
Services, Inc.; (vi) Michaels Student Living Management; (vii) University Student Living, LLC; (viii) Michaels Student Living
Management; (ix) University Student Living Management, LLC; (x) their respective past, present and future direct and indirect
subsidiaries and affiliates of any of the foregoing; (xi) the past, present, and future, shareholders, directors, officers, agents, employees,
clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; (xii) any individual or entity which could be
jointly liable with any of the foregoing.

You have received this notice because records indicate you worked as a non-exempt employee for Defendant during the Class
Period and/or the PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be
excluded from the Settlement.

If you are a member of the Class, you will automatically receive a Settlement Award payment if you do not exclude yourself.
After final approval by the Court, the payments will be mailed to you at the same address as this Class Notice. If your address has
changed, please notify the Settlement Administrator as explained below.

I. BACKGROUND OF THE CASE

Plaintiff Lindsay Jorge (“Plaintiff” or “Class Representative”) filed a complaint against Defendant in the Contra Costa County Superior Court alleging claims for failure to provide meal periods, failure to provide rest periods, failure to pay hourly wages, failure to pay vacation wages, failure to indemnify, failure to provide accurate written wage statements, failure to timely pay all final wages, unfair competition, and penalties under the Private Attorneys General Act (“PAGA”) on behalf of herself and all non-exempt employees who worked for Defendant in California (“Complaint”). Defendant filed an answer to this Complaint denying all material allegations and asserting affirmative defenses. The term “Action” means this putative class and PAGA action pending in Contra Costa County Superior Court, Case No. MSC20-00462. The Class Period is between March 4, 2016 and [date Court preliminarily approves settlement] (the “Class Period”). The PAGA Period is between March 4, 2019 and [date Court preliminarily approves settlement] (the “PAGA Period”).

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties participated in private mediation before a well-respected class action mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon a proposal by the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. However, you may not opt out of the portion of the settlement relating to PAGA Period for which PAGA Shares will be issued.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of \$720,000 for all claims, damages, attorneys’ fees, costs, the enhancement award, penalties, and claims administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one-third of the Maximum Settlement Amount, attorneys’ costs not to exceed \$15,000, an Enhancement Award to the Class representative not to exceed \$5,000, the fees and expenses of the Settlement Administrator estimated not to exceed \$15,000, \$30,000 payable to the California Workforce Development Agency (“LWDA”) for alleged PAGA penalties, and \$10,000 payable to PAGA Members for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by Class Members and during the Class Period. The entire Net Settlement Amount will be paid out to Class Members. The employer taxes on the Settlement Awards will be paid separately by Defendant.

The Notice of Settlement Award Form lists the number of weeks you worked during Class Period and your estimated Settlement Award. The value of the actual Settlement Awards may be more or less depending upon the number of weeks worked by you and the Court’s final approval order.

B. Settlement Formula, Settlement Awards, and PAGA Shares

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who does not submit a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Settlement Awards payable to eligible Class Members will be as alleged unpaid wages for which IRS Forms W-2 will issue. Defendant will also pay PAGA Shares through a Settlement Administrator, as described below, to each PAGA Member regardless of whether they submit a Request for Exclusion from the Settlement. PAGA Shares will be paid for alleged unpaid penalties for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. PAGA Shares to PAGA Members will be based on the number of weeks worked by individual PAGA Members during the PAGA Period. The number of workweeks will be determined by reference to Defendant’s records. The Settlement Administrator or Defendant, based on Defendant’s records, will calculate the number of workweeks for each Class Member during the Class Period and each PAGA Member during the PAGA Period. The number of weeks worked will be calculated by dividing by seven the total number of days worked by the Class Member/PAGA Member for Defendant in California during the Class Period and PAGA Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class

Member/PAGA Member worked only one day as a Class Member/PAGA Member, such Class Member/PAGA Member will be credited with having worked one workweek for purposes of the Settlement.

Receipt of the Settlement Awards or PAGA Shares will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

For each Class Member, the amount payable to the Class Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member with the Notice of Settlement Award Form. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 4, 201, 202, 203, 204, 215, 216, 218.6, 221, 222, 223, 225, 225.5, 226, 226.6, 226.7, 227.3, 256, 354, 408, 452, 510, 512, 553, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq., and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged unpaid wages, vacation, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unreimbursed business expenses, uniforms and equipment, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action from March 4, 2016 through the date the Court finally approves the Settlement (collectively "Released Class Claims").

Regardless of whether PAGA Members submit a valid Request for Exclusion will be bound by a release of all PAGA penalties asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all such claims arising under the California Labor Code (including, but not limited to, sections 4, 201, 202, 203, 204, 215, 216, 218.6, 221, 222, 223, 225, 225.5, 226, 226.6, 226.7, 227.3, 256, 354, 408, 452, 510, 512, 553, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802 as alleged in the Complaint), California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq.) and any other Labor Code section or Wage Order based on the facts alleged in the Action (collectively "Released PAGA Claims").

Expressly excluded from the releases are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims and Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator with the Notice of Settlement Award Form. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, Class representative will receive an Enhancement Award up to \$5,000. This payment will be made for her service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of 1/3 of the Maximum Settlement Amount and attorneys' costs not to exceed \$10,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**A. Excluding Yourself from the Settlement**

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Defendant as a non-exempt employee in California. Your Request for Exclusion must also reference the name of the case: *Lindsay Jorge v. The Michaels Organization, LLC*. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[Settlement Administrator]
[Address]
Telephone: 1 (800) 000-0000

The Request for Exclusion must be postmarked no later than [REDACTED], 2022. If you submit a Request for Exclusion which is not postmarked by [REDACTED], 2022, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

B. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [REDACTED], 2022, at [REDACTED] (Pacific Time) at the Contra Costa Superior Court, 725 Court Street, Martinez, California, 94553 in Department 39. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Clerk of the Superior Court of the State of California for the County of Contra Costa, 725 Court Street, Martinez, California, 94553, and send copies to the Settlement Administrator, and Counsel as follows:

CLASS COUNSEL

Shaun Setareh
William M. Pao
Jose Patino
SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Email: shaun@setarehlaw.com
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DEFENDANT'S COUNSEL

Cary G. Palmer
Evan D. Beecher
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
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evan.beecher@jacksonlewis.com

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator and each of the above-listed attorneys no later than 60 calendar days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to the Class Members. If your Notice and Notice of Settlement Award Form was re-mailed to you, you have the later of 10 calendar days from the date of re-mailing or 60 calendar days from the date of original mailing to submit a written objection.

If you choose to file an objection to the terms of this Settlement, you may also enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] p.m. (Pacific Time) on [REDACTED], 2022, in Department 39, Superior Court of the State of California for the County of Contra Costa, Contra Costa Superior Court, 725 Court Street, Martinez, California, 94553, or such other later date as the Court may authorize. You may appear at the final fairness hearing and object to the Settlement without filing a written objection and without filing an Entry of Appearance, but only with the Court's express permission.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims in exchange for the payment you are receiving. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Class Claims covered by this Settlement. Regardless of whether a Class Member opts out of the Settlement, all PAGA Members will be barred from ever using Defendant and the Released Parties with respect to the Released PAGA Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 39 of the Superior Court of the State of California for the County of Contra Costa, Contra Costa Superior Court, 725 Court Street, Martinez, California, 94553, on [REDACTED], 2022, at [REDACTED] (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED], 2022, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than 1/3 of the Settlement for attorneys' fees (currently \$240,000.00) and not more than \$10,000 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Settlement and Release between Plaintiff and Defendant" which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Contra Costa Superior Court, 725 Court Street, Martinez, California, 94553 or at [www.\[REDACTED\].com](http://www.[REDACTED].com).

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

CLASS COUNSEL

Shaun Setareh

William M. Pao

Jose Patino

SETAREH LAW GROUP

9665 Wilshire Boulevard, Suite 430

Beverly Hills, California 90212

Email: shaun@setarehlaw.com

william@setarehlaw.com

jose@setarehlaw.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

EXHIBIT 3

SETAREH LAW GROUP

Shaun Setareh (SBN 204514)

shaun@setarehlaw.com

William M. Pao (SBN 219846)

william@setarehlaw.com

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Beverly Hills, California 90212

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

Attorneys for Plaintiff

LINDSAY JORGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

LINDSAY JORGE, on behalf of herself, all
others similarly situated, and the general public,

Plaintiff,

vs.

THE MICHAELS ORGANIZATION, LLC, a
New Jersey Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-00462

ASSIGNED FOR ALL PURPOSES TO:
JUDGE EDWARD G. WEIL
DEPARTMENT 39

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time:

SAC Filed:

Trial Date:

Not Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on [REDACTED], in Department 39 before the Honorable Edward G. Weil, presiding.
4 The Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and
8 Defendant (“Stipulation of Settlement”) filed herewith. All terms used herein shall have the same
9 meaning as defined in the Stipulation of Settlement.

10 2. The Settlement set forth in the Joint Stipulation of Settlement and Release Between
11 Plaintiff and Defendant, for a Gross Settlement Amount of \$720,000, appears to be fair, adequate and
12 reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be
13 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
14 final approval by this Court. It further appears that investigation and research have been conducted such
15 that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
16 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
17 avoid the delay and risks that would be presented by the further prosecution of the Action. It further
18 appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-
19 length negotiations. The Parties are ordered to carry out the settlement according to the terms of the
20 Settlement Agreement and in conformity with this Order. The Court has reviewed the monetary
21 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
22 settlement awards made available to Class Members is fair, adequate, and reasonable when balanced
23 against the probable outcome of further litigation relating to certification, liability, and damages issues.

24 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
25 fees to Class Counsel, costs of administration and the Class Representative’s Enhancement Award
26 should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled
27 in Department 39 on the date and time set forth in the implementation schedule below.
28

1 4. This Court approves, as to form and content, the Notice of Pendency of Class Action,
2 Proposed Settlement and Hearing Date for Final Court Approval (“Notice”) (Exhibit 1) and Notice of
3 Settlement Award (Exhibit 2) (collectively “Notice Packet”). The Court approves the procedure for
4 Class Members to opt out of, or to object to, the Settlement as set forth in the Joint Stipulation of
5 Settlement and Release Between Plaintiff and Defendant, and the Notice Packet.

6 5. The Court directs the mailing of the Notice Packet by first class mail to the Class
7 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
8 selected for the mailing and distribution of the Notice Packet, as set forth in the Implementation
9 Schedule, meet the requirements of due process and provide the best notice practicable under the
10 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

11 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
12 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
13 the essential terms of the Settlement, including the plan of allocation; (2) Named Plaintiff’s and Class
14 Counsel’s applications for the class representative’s Enhancement Award, and Class Counsel’s request
15 for attorneys’ fees and litigation costs; (3) a formula used to determine the Class Member’s estimated
16 Settlement Award payment; (4) how to participate in the Settlement; (5) how to object to the Settlement
17 or to opt-out if a Class Member wishes to do so, and Class Members’ right to appear through counsel if
18 they desire; and (6) how to obtain additional information regarding the Action and the Settlement.
19 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
20 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
21 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
22 typographical errors in the Notice Packet and to make clarifications, to the extent the same are found or
23 needed, so long as such corrections do not materially alter the substance of the documents. The Court
24 further finds that the distribution of the Notice Packet is substantially in the manner and form set forth
25 in the Agreement and this Order meets the requirements of due process, is the best notice practicable
26 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
27 The Court orders the mailing of the Notice Packet by first class mail, pursuant to the terms set forth in
28 the Agreement.

7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only. For Settlement purposes only, the Court conditionally certifies the following Class: “all individuals who worked for Defendant as a non-exempt employee in California at any time during the Class Period.” The Class Period is from March 4, 2016 through the date of this Order.

8. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

9. The Court confirms Plaintiff Lindsay Jorge as Class Representative, and Shaun Setareh and William M. Pao as Class Counsel.

10. The Court confirms the appointment of Simpluris, Inc. as the Settlement Administrator.

11. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

12. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[30 calendar days after Order granting Preliminary Approval]
b.	Deadline for Settlement Administrator to Mail Notice and Notice of Settlement Award Form to Class Members	[60 calendar days after Order granting Preliminary Approval]

c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Notice]
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	[60 calendar days after mailing of the Notice]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
g.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendant]
h.	Final Fairness Hearing and Final Approval	
i.	Deadline for Defendant to fund Settlement (if Settlement is Effective)	[30 calendar days after Effective Date]
j.	Deadline for Settlement Administrator to mail the Settlement Awards and the Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[30 calendar days after Effective Date]
k.	Deadline for Class Members to cash Settlement Award checks (if Settlement is Effective)	[120 calendar days after Settlement Administrator mails the Settlement Awards and the Enhancement Awards]

1.	Deadline for Settlement Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	[Within 14 calendar days after the deadline for Class Members to cash Settlement Award checks]
m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to the LWDA (if Settlement is Effective)	[Within 21 days calendar days after the deadline for Settlement Administrator to pay uncashed check amount to <i>cy pres</i> beneficiary]

13. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.

Dated: _____

HONORABLE EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT

EXHIBIT 4

SETAREH LAW GROUP

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William M. Pao (SBN 219846)

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Facsimile: (858) 404-9203

Attorneys for Plaintiff

LINDSAY JORGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

LINDSAY JORGE, on behalf of herself, all
others similarly situated, and the general public,

Plaintiff,
vs.

THE MICHAELS ORGANIZATION, LLC, a
New Jersey Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-00462

ASSIGNED FOR ALL PURPOSES TO:
JUDGE EDWARD G. WEIL
DEPARTMENT 39

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date:

Time:

SAC Filed:

Trial Date:

Not Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The above-referenced class action ("Action") having come before the Court on
3 , for a hearing and Order Granting Final Approval of Class Action and PAGA
4 Settlement and Judgement ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), filed and entered , and as set forth in the Joint
6 Stipulation of Settlement and Release Between Plaintiff and Defendant ("Stipulation") in the Action,
7 and due and adequate notice having been given to all Class Members as required in the Preliminary
8 Approval Order, and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Stipulation.

12 2. Consistent with the definitions provided in the Stipulation, the term "Settlement Class"
13 and "Class Members" shall mean the following: all persons employed by Defendant as non-exempt
14 employees in California from March 4, 2016 through [date of preliminary approval]. The Settlement
15 Class, however, shall not include any person who previously settled or released any of the claims
16 covered by this Settlement, or any person who previously was paid or received awards through civil or
17 administrative actions for the claims covered by this Settlement, or any person who submits a timely
18 and valid Request for Exclusion as provided in this Settlement. The "Class Period" shall be March 4,
19 2016 through [date of preliminary approval]. Class Members who worked any hours for Defendant
20 between March 4, 2019 through the date the Court preliminarily approves the Settlement ("PAGA
21 Members"). The "PAGA Period" is March 4, 2019 through the date the Court preliminarily approves the
22 Settlement. For purposes of the Settlement and this Final Order, "Released Parties" as referenced herein
23 and as released in the Settlement shall collectively mean: (i) The Michaels Organization, LLC
24 ("Defendant"); (ii) Michaels Management – Affordable, LLC; (iii) Interstate Realty Management
25 Company; (iv) Michaels Management Services, LLC; (v) Michaels Management Services, Inc.;
26 (vi) Michaels Student Living Management; (vii) University Student Living, LLC; (viii) Michaels
27 Student Living Management; (ix) University Student Living Management, LLC; (x) their respective
28 past, present and future direct and indirect subsidiaries and affiliates of any of the foregoing; (xi) the

1 past, present, and future, shareholders, directors, officers, agents, employees, clients, attorneys, insurers,
2 predecessors, successors, and assigns of any of the foregoing; (xii) any individual or entity which could
3 be jointly liable with any of the foregoing. The term "Action" shall mean this class and PAGA action.

4 3. This Court has jurisdiction over the subject matter of this Action and over all Parties to
5 this Action, including all Class Members.

6 4. Distribution of the Notice directed to the Class Members and PAGA Members as set
7 forth in the Stipulation and the other matters set forth therein has been completed in conformity with the
8 Preliminary Approval Order, including notice to all Class Members and PAGA Members who could be
9 identified through reasonable effort, is the best notice practicable under the circumstances. The Notice
10 provided due and adequate notice of the proceedings and of the matters set forth therein, including the
11 proposed Settlement set forth in the Stipulation, to all persons entitled to such Notice, and the Notice
12 fully satisfied the requirements of due process. All Class Members and all Released Claims are covered
13 by and included within the Settlement and this Final Order. The deadline for opting out or objecting
14 was [REDACTED]. There was an adequate interval between notice and deadline to permit Class
15 Members to choose what to do and act on their decision. [REDACTED] Class Members opted out, and [REDACTED] Class
16 Members objected. [Describe any opt outs or objections] All PAGA Members and all Released PAGA
17 Claims are also covered by and included within the Settlement and this Final Order.

18 5. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996)
19 48 Cal.App.4th 1794, 1801. The Court hereby finds the Settlement was entered into in good faith
20 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court
21 further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
22 standards and applicable requirements for final approval of this class action settlement under California
23 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of
24 Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971)
25 4 Cal.3d 800, 821.

26 a) The Parties' settlement was reached through arm's-length bargaining between the
27 parties. There has been no collusion between the parties in reaching the proposed
28 settlement;

- b) The Parties' investigation and discovery have been sufficient to allow the court and counsel to act intelligently;
- c) Counsel for the Plaintiff are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming wage and hour violations. All counsel recommended approval of the Settlement;
- d) The percentage of objectors and requests for exclusion is small. [REDACTED] objections were received. [REDACTED] requests for exclusion were received;
- e) The participation rate was high. [REDACTED] Class Members will be mailed a check for their Settlement Share, which represents [REDACTED] % of the Class;
- f) The Maximum Settlement Amount to be paid by Defendant pursuant to the Settlement equals \$720,000. The consideration to be given to the Class Members and PAGA Members under the terms of the Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the Settlement of this action and release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action

6. The Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations before a well-respected class action mediator. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes

1 only.

2 7. As of the date of entry of this Final Order, all Released Class Claims (as defined in the
3 Stipulation and set forth below) of each and every Class Member is and shall be deemed to be
4 conclusively released as against the Released Parties. As of the date of this Final Order, the Class
5 Representative and each and every Class Member who has not submitted a valid Request for Exclusion
6 is hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to
7 such rights or claims as may be created by the Settlement, against Defendant and the Released Parties
8 from all claims alleged in the Action and that reasonably could have been alleged in the Action based
9 on the factual allegations contained in the operative complaint in the Action and any amendments
10 thereto, as to the Class Members, including but not limited to all including without limitation, California
11 Labor Code sections 4, 201, 202, 203, 204, 215, 216, 218.6, 221, 222, 223, 225, 225.5, 226, 226.6,
12 226.7, 227.3, 256, 354, 408, 452, 510, 512, 553, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq.,
13 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq.,
14 and Business and Professions Code sections 17200, et seq., and including all claims for or related to
15 alleged unpaid wages, vacation, overtime or double time wages, minimum wages, regular rate of pay,
16 timely payment of wages during employment, timely payment of wages at separation, meal periods and
17 meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements,
18 payroll records and recordkeeping, unreimbursed business expenses, uniforms and equipment, failure to
19 pay additional 401 (k) benefits and/or deferred compensation benefits and/or matching benefits for
20 payments received under the Settlement, unfair competition, unfair business practices, unlawful business
21 practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved
22 party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages,
23 penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA
24 penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action from
25 March 4, 2016 through the date of this Order (collectively “Released Class Claims”). Expressly
26 excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability,
27 workers compensation, and claims outside the Released Claims. The release of claims shall not include
28 any claims that cannot be released as a matter of law. In addition, as of the date of this Final Order, the

1 Class Representative and the Settlement Class, and each member of the Settlement Class who has not
2 submitted a valid Request for Exclusion, is forever barred and enjoined from instituting or accepting
3 damages or obtaining relief against the Released Parties for any period from March 4, 2016 up to and
4 including the date of this Order, arising from the Released Claims.

5 8. The claims to be released by the PAGA Members include all claims arising during the
6 PAGA Period to the maximum extent permitted by law that were asserted or could reasonably have
7 asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to
8 all such claims arising under the California Labor Code (including, but not limited to, sections 4, 201,
9 202, 203, 204, 215, 216, 218.6, 221, 222, 223, 225, 225.5, 226, 226.6, 226.7, 227.3, 256, 354, 408, 452,
10 510, 512, 553, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802 as alleged in the Complaint),
11 California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq.) and
12 any other Labor Code section or Wage Order based on the facts alleged in the Action (collectively
13 "Released PAGA Claims").

14 9. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission
15 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of
16 any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties.
17 Neither this Final Order, the Stipulation, nor any document referred to herein, nor any action taken to
18 carry out the Stipulation is, may be construed as, or may be used as, an admission by or against
19 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The
20 entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall
21 not in any event be construed as, or deemed to be evidence of, an admission or concession with regard
22 to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in
23 evidence in any action or proceeding in any court, administrative agency or other tribunal for any
24 purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation, the Released
25 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released
26 Parties may file in the Action, or submit in any other proceeding, the Final Order, the Stipulation, and
27 any other papers and records on file in the Action as evidence of the Settlement to support a defense of
28

1 *res judicata, collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense
2 as to the Released Claims.

3 10. The Court hereby enters judgment in the entire Action as of the filing date of this Final
4 Order, pursuant to the terms set forth in the Stipulation. Without affecting the finality of this Final Order
5 in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and
6 enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code
7 of Civil Procedure section 664.6.

8 11. The Court finds the settlement payments provided for under the Settlement to be fair and
9 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to
10 be made and administered in accordance with the terms of the Settlement.

11 12. The Court hereby confirms Shaun Setareh and William M. Pao of Setareh Law Group as
12 Class Counsel in the Action.

13 13. The Court further finds that the common fund doctrine is applicable to this Action
14 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately
15 traces to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee
16 can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage
17 of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys'
18 fees request of thirty-three percent of the common fund to be appropriate compensation for Class
19 Counsel. The attorneys' fees request is within the range that has been approved by other Courts in
20 similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial
21 results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
22 Action, which included potential loss at summary judgment, certification, and/or trial proceedings.
23 Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class
24 Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$ [REDACTED], and
25 attorneys' costs in the amount of \$ [REDACTED], from the Maximum Settlement Amount as final payment
26 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
27 Counsel and any other person or entity related to the Action. The Court further orders that the award of
28 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the

1 Settlement, and made payable to and deposited into the bank accounts of Class Counsel in the Action.
2 The allocation and distribution of the Court-awarded attorneys' fees and costs is subject to a separate
3 arrangement and agreement between Class Counsel.

4 14. The Court also hereby approves and orders an Enhancement Award to Plaintiff and Class
5 Representative Lindsay Jorge in the amount of \$5,000 from the Maximum Settlement Amount.

6 15. The Agreement provides for a PAGA Payment of \$40,000, which is allocated 75% to the
7 LWDA and 25% to the Class Members as part of the Net Settlement Amount, which the Court finds to
8 be reasonable. The Court also hereby approves and orders payment in the amount of \$30,000.00 from
9 the Maximum Settlement Amount for PAGA penalties, payable to the California Labor Workforce
10 Development Agency.

11 16. The Court also hereby approves and orders payment from the Maximum Settlement
12 Amount for actual claims administration expenses incurred by the Claims Administrator in the amount
13 of \$ [REDACTED].

14 17. The Court also hereby approves and orders that any residue from uncashed Settlement
15 Award checks after the expiration date will be paid out to Koinonia Family Services, a non-profit
16 501(c)(3) organization, with child advocacy programs within the State of California, as the *cy pres*
17 recipient pursuant to Code of Civil Procedure section 384(b); any residue received by Koinonia Family
18 Services shall be used solely for child advocacy programs within the State of California pursuant to
19 Code of Civil Procedure section 384(b).

20 18. The Court also hereby finds and orders that the Settlement is and constitutes a fair,
21 adequate, and reasonable compromise of the Released Claims against Defendant and the Released
22 Parties.

23 19. Provided the Settlement becomes effective under the terms of the Stipulation, the Court
24 also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees
25 and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the
26 Preliminary Approval Order.

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20. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

HONORABLE EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT