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individually, and on behalf of similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROSAMOND MOSCOZO and ROSEMARIE
JAMES, individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MERIDIAN SENIOR LIVING, LLC, a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV21220

*Assigned for all purposes to:
Judge Rupert A. Byrdsong
Dept. 28*

JOINT STIPULATION OF SETTLEMENT

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11 Attorneys for Defendant
MERIDIAN SENIOR LIVING, LLC
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiffs Rosamond Moscozo and
7 Rosemarie James (“Named Plaintiffs”) and the Class Members, on the one hand, and Defendant
8 Meridian Senior Living, LLC (“Defendant”), on the other hand. Named Plaintiffs and Defendant
9 collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of One Million Four Hundred
12 Seventy Five Thousand Dollars (\$1,475,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiffs
15 and the Class Members as set forth herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the actions described as follows: *Rosamond Moscozo v. Meridian*
21 *Senior Living, LLC* USDC Case No. 5:20-cv-02846-EJD, commenced on March 19, 2020, in the
22 Superior Court of the State of California for the County of Santa Clara, and currently venued in
23 United States District Court for the Northern District of California, and *Rosamond Moscozo and*
24 *Rosemarie James v. Meridian Senior Living, LLC* Case No. 20STCV21220, commenced on June 2,
25 2020, in the Superior Court of the State of California for the County of Los Angeles.

26 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
27 Exhibit(s).

c. "Class" means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

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Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
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e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means January 31, 2018 through the earlier of either (a) the date of Preliminary Approval; or (b) the date on which the number of class members exceeds 2,201 or the number of workweeks equal 100,103.30, whichever occurs sooner.

h. "Court" means the California Superior Court for the County of Los Angeles.

i. "Defendant" means Defendant Meridian Senior Living, LLC.

j. "Defense Counsel" means counsel for Defendant:

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1 k. "Disposition" means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 l. "Effective Date" means the date when all of the following events have occurred: (1)
5 the Stipulation of Settlement has been executed by all Parties, Class Counsel, and Defendant's
6 Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice
7 of Class Action Settlement has been given to the putative members of the Classes, providing them
8 with an opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the
9 Stipulation of Settlement; (4) the Court has held a formal fairness hearing and entered a final Order
10 and Judgment certifying the Class and approving the Stipulation of Settlement; (5) in the event there
11 are no objections submitted the day the Court entered a final Order and Judgment certifying the Class
12 and approving the Stipulation of Settlement; and (6) in the event there are objections submitted sixty-
13 five (65) calendar days have passed since the Court has entered a final Order and Judgment certifying
14 the Classes and approving the Stipulation of Settlement or, if any appeal, writ, or other appellate
15 proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed,
16 five (5) business days after any appeal, writ, or other appellate proceedings opposing the Stipulation
17 of Settlement has been finally and conclusively dismissed with no right to pursue further remedies
18 or relief.

19 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
20 formal court order signed by the Court following the Final Fairness and Approval Hearing in
21 accordance with the terms herein, approving this Agreement.

22 n. "Gross Settlement Amount" means One Million Four Hundred Seventy-Five
23 Thousand Dollars (\$1,475,000) to be paid by Defendant as provided by this Agreement to settle this
24 Action. All payments to the Class, the LWDA Payment, the PAGA Settlement Amount,
25 administration costs, attorney's fees and costs, and Incentive Awards, pursuant to Section 3.07(a)
26 below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes
27 arising from the payments made under this settlement shall be paid by Defendant separate from and
28

1 in addition to the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to
2 Defendant.

3 o. "Incentive Awards" means a monetary amount of up to Ten Thousand Dollars
4 (\$10,000.00) for each of the Named Plaintiffs, subject to Court approval, in recognition of their effort
5 and work in prosecuting the Action on behalf of Class Members, and for their general release of
6 claims.

7 p. "Individual Settlement Payment(s)" means each Participating Class Member's
8 respective share of the Net Settlement Amount, excluding any PAGA Settlement Payments.
9 Individual Settlement Payments will be determined by the calculations provided in this Agreement.

10 q. "LWDA" means The State of California Labor and Workforce Development Agency.

11 r. "LWDA Payment" means 75% of the \$100,000 allocated to the settlement of PAGA
12 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
13 this Agreement, as provided for below.

14 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
15 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
16 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
17 to enter a Final Order in this Action.

18 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion,
19 including any evidence as may be required for the Court to grant preliminary approval of the
20 Settlement as required by Rule 3.769 of the California Rules of Court.

21 u. "Named Plaintiffs" means Rosamond Moscozo and Rosamarie James.

22 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
23 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
24 Payment, pursuant to Section 3.07(a)-(f) below.

25 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
26 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
27 to Section 3.04(b) below.

x. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

y. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*

z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$100,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group Members. PAGA Settlement Payments will be determined by the calculations provided in this Agreement.

aa. “PAGA Settlement Payment(s)” means each PAGA Group Member’s respective share of the PAGA Settlement Amount. PAGA Settlement Payments will be determined by the calculations provided in this Agreement.

bb. “PAGA Group Members” means all Class Members employed by Defendant at any time between March 19, 2019 through the earlier of either (a) the date of preliminary approval; or (b) the date on which the number of class members exceeds 2,201; or (c) the number of workweeks equal 100,103.30 (“PAGA Period”). PAGA Group Members cannot opt out of the PAGA Settlement.

cc. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

dd. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ee. “Qualified Settlement Fund” or “QSF” means a fund that is established by the Settlement Administrator for the benefit of Participating Class Members.

1 ff. “Qualifying Workweeks” means the number of weeks that Class Members worked
2 for Defendant as non-exempt employees during the Class Period.

3 gg. “Released Parties” means Defendant and its present and former parent companies,
4 subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers,
5 directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual
6 or entity that could be liable for any of the Released Claims (hereinafter “Released Parties”), and
7 Defendant’s counsel of record in the Actions.

8 hh. “Response Deadline” means the deadline by which Class Members must postmark or
9 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
10 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
11 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
12 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
13 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
14 mailing.

15 ii. “Settlement Administration Costs” means all costs incurred by the Settlement
16 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
17 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
18 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
19 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Incentive
20 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
21 Settlement Amount.

22 jj. “Settlement Administrator” means Phoenix Settlement Administrations which the
23 Parties have agreed will be responsible for the administration of the Individual Settlement Payments
24 to be made by Defendant from the Gross Settlement Amount and related matters under this
25 Agreement.

26 kk. “Settlement Checks” means the checks issued to Class Members and PAGA Group
27 Members comprised of both their Individual Settlement Payments and their PAGA Settlement
28 Payments.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiffs will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen Phoenix Settlement Administrations to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, issuing the LWDA Payment, issuing the PAGA Settlement Amount, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and

1 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
2 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
3 incurred and/or charged by the Settlement Administrator in connection with the execution of its
4 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
5 Administrator from the Gross Settlement Amount.

6 **Section 3.03: Notice to Class Members**

7 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
8 provide the Settlement Administrator with a “Class List” in electronic format based on its business
9 records, identifying the names of the Class Members, their last known home addresses, Social
10 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
11 and weeks worked during the Class Period.

12 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
13 Administrator will send Class Members, by first-class mail, at their last known address, the Court
14 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
15 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
16 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
17 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
18 Settlement Administrator will check all Class Member addresses against the National Change of
19 Address database and shall update any addresses before mailing. The Settlement Administrator will
20 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
21 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
22 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
23 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
24 Members shall not be required to submit claim forms in order to receive a proportional share of the
25 Net Settlement Amount.

26 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
27 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
28 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement

1 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
2 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
3 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
4 that reasonable means be used to locate Class Members and that the Settlement Administrator be
5 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
6 Individual Settlement Payments to all Participating Class Members.

7 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
8 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
9 status report provided to the Parties.

10 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
11 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
12 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
13 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
14 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
15 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
16 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
17 procedures set forth in Section 3.07(g) below.

18 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
19 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
20 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
21 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
22 exclusion and objections that the Settlement Administrator received.

23 **Section 3.04: Responses to Notice**

24 **a. Class Member Disputes**

25 If any Class Member disagrees with Defendant's records as to his or her Qualifying
26 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
27 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
28 and submit such writing to the Settlement Administrator by the Response Deadline, along with any

1 supporting documentation. The Notice will also provide a method for the Class Member to challenge
2 the employment data on which his or her Individual Settlement Payment is based. The Settlement
3 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
4 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
5 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
6 the information provided to it.

7 **b. Requests for Exclusion from Class**

8 In order for any Class Member to validly exclude himself or herself from the Class and this
9 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
10 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
11 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
12 Administrator re-mails the Notice to the Class Member, whichever is later). PAGA Group Members
13 may not exclude themselves from the PAGA settlement. The Notice Packet shall contain instructions
14 on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out),
15 including the language to be used in a request for exclusion. The date of the initial mailing of the
16 Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively
17 determined according to the records of the Settlement Administrator. Any Class Member who timely
18 and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual
19 Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not
20 have any right to object, appeal, or comment thereon.

21 Any Class Member who fails to timely submit a request for exclusion shall automatically be
22 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
23 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
24 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
25 and/or released in this Agreement will be extinguished.

26 **c. Objections to Settlement**

27 For any Class Member to object to this Agreement, or any term of it, the person making the
28 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the

1 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
2 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
3 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
4 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
5 the date the signed objection was postmarked, shall be conclusively determined according to the
6 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
7 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
8 Members may also appear at the final approval hearing to object. The Court retains final authority
9 with respect to the consideration and admissibility of any Class Member objections.

10 **d. Encouragement of Class Members**

11 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
12 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
13 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
14 Class Members.

15 **Section 3.05: Final Fairness and Approval Hearing**

16 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
17 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
18 and determine whether the Court should give it final approval, and (2) consider any objections made
19 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
20 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
21 Proposed Final Order Approving Settlement of Class Action.

22 **Section 3.06: Settlement Payment Procedures**

23 **a. Settlement Amount**

24 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
25 Gross Settlement Amount in the amount of One Million Four Hundred Seventy-Five Thousand
26 Dollars (\$1,475,000). The Gross Settlement Amount includes all Individual Settlement Amounts to
27 Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, the
28 LWDA Payment, PAGA Settlement Amount, and the Incentive Payments.

Defendant will fund the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed within ninety (90) days after Final Approval. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, the PAGA Settlement Amount, and the Settlement Administration Costs.

Within seven (7) calendar days after receiving Defendant's final payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the PAGA Settlement Payments, the Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Four Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$491,666.66). Class Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees

and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00).

d. Payment of Incentive Award to Named Plaintiffs

Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up to Ten Thousand Dollars (\$10,000.00) each, the request for which Defendant will not object to or oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Incentive Awards represent payment to Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency and PAGA Group Members

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid as the PAGA Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount, including the LWDA Payment, will be paid out of the Gross Settlement Amount. The PAGA Settlement Payment for the PAGA claims will

be determined by dividing the amount reserved for PAGA penalties (less 75% to be paid to the LWDA) by the total number of pay periods for the Class Members during the applicable statute of limitations period resulting in the PAGA Pay Period Value, and then multiplying the PAGA Pay Period Value by the number of pay periods worked by each Member.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 10% allocated to interest, and 70% allocated to penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than seven (7) calendar days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the Settlement Checks. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by

1 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a
2 Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator
3 will issue a Form 1099 to the extent required by law for the interest and penalty portions of the
4 Individual Settlement Payments. Participating Class Members and PAGA Group Members shall
5 have 180 days from the date their Settlement Checks are dated to cash their Settlement Checks. Any
6 checks that are not cashed upon the expiration of that 180-day time period will be void, and the
7 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the
8 Class Member for whom the funds are designated.

9 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
11 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
12 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
13 Settlement Administrator is unable to obtain a valid mailing address through this process, the
14 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
15 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

16 **g. Default on Payment.**

17 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after the date
18 that the Court grants final approval of the Settlement shall be considered a default. In the event
19 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
20 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
21 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
22 the Settlement Administrator.

23 **h. No Credit Toward Benefit Plans.**

24 The Individual Settlement Payments made to Participating Class Members under this
25 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
26 calculate any additional benefits under any benefit plans to which any Class Members may be
27 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
28 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'

intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

i. Dismissal of USDC Case No. 5:20-cv-02846-EJD.

Within fifteen (15) days of final approval of this matter, *Rosamond Moscozo and Rosemarie James v. Meridian Senior Living, LLC*, Los Angeles Superior Court Case No. 20STCV21220, Plaintiff will dismiss without prejudice, the matter of *Rosamond Moscozo v. Meridian Senior Living, LLC*, USDC Case No. 5:20-cv-02846-EJD, currently venued in United States District Court for the Northern District of California.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason

fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named Plaintiffs' Operative Complaint, during the Class Period, including but not limited to (1) failure to permit rest breaks (2) failure to provide accurate itemized wage statements (3) failure to pay all wages due upon separation of employment; (4) unfair business practices (5) failure to pay overtime wages, and all claims for injunctive relief, liquidated damages, penalties, including all civil penalties under the Private Attorneys General Act of 2004, interest, fees, and costs, and all other claims and allegations made or that could have been made in the Action during the Class Period based on the facts and allegations in the operative complaint. PAGA Group Members may not opt out of the PAGA Settlement Amount.

1 **Section 5.02: Released Claims by PAGA Group Members**

2 Upon the date of funding the Gross Settlement Amount, the State of California and PAGA
3 Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s) sent
4 to the LWDA and alleged in the operative complaint, which arose during the PAGA Period,
5 regardless of whether PAGA Group Members opt out of the Class Settlement.

6 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

7 Upon the date of funding the Gross Settlement Amount, Named Plaintiffs, in addition to the
8 Released Claims, waive, release, acquit, and forever discharge the Released Parties from any and all
9 claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal,
10 state or local laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated,
11 unsuspected or latent, that have been or could have been asserted by Plaintiffs, or the heirs, successors
12 and/or assigns of Plaintiffs, whether directly, indirectly, representatively, derivatively or in any other
13 capacity, against Defendant, or any of the other Released Parties, arising at any time prior to entry of
14 the Final Approval Order.

15 Plaintiffs also expressly waive all rights and benefits under the terms of section 1542 of the
16 California Civil Code. Section 1542 reads as follows:

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

20 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
21 and complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge
22 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
23 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the
24 Settlement contemplates the extinguishment of all such Released Claims

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax, PDF, or DocuSign signature on this Agreement shall be as valid as
13 an original signature.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
18 to submitting such disputes to the Court.

19 **Section 6.08: Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
21 of each of the Parties.

22 **Section 6.09: Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Agreement. This
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
25 was the drafter or participated in the drafting of this Agreement.

26 **Section 6.10: Fair and Reasonable Settlement**

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context

of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

Section 6.11: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.12: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Named Plaintiffs and the Class:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn Bekam
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

And

To Defendant:

Leonora M. Schloss
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 900178-5408
Telephone: (213) 689-0404
Facsimile: (213) 289-0430

Isabella L. Shin
Jamiellee F. Martinez
JACKSON LEWIS P.C.
160 W Santa Clara St., Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290

1 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.14: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.15: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrants that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

Section 6.16: No Reliance on Representations

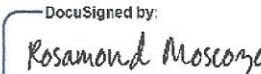
The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/21/2022

ROSAMOND MOSCOZO

By: 
DocuSigned by:
Rosamond Moscozo
38D805282749473...
 Named Plaintiff

Dated: 6/21/2022

ROSEMARIE JAMES

By: 
DocuSigned by:
Rosemarie James
6E8F401A778A4EA...
 Named Plaintiff

Dated: June 23, 2022

MERIDIAN SENIOR LIVING, LLC

By: 
 (Signature)
LAWRENCE BAILEY
 (Printed Name)
GENERAL COUNSEL
 (Title)

APPROVED AS TO FORM ONLY:

1
2 Dated: June 22, 2022

AEGIS LAW FIRM, PC

3
4 By: 
5 Samuel A. Wong
6 Jessica L. Campbell
7 Fawn F. Bekam

8 Attorneys for Named Plaintiffs Rosamond
9 Moscozo and Rosemarie James

10 Dated: June 23, 2022

JACKSON LEWIS P.C.

11 
12 By: _____
13 Leonora M. Schloss
14 Isabella L. Shin
15 Jamielee F. Martinez

16 Attorneys for Defendant Meridian Senior Living
17 LLC

18 4889-3439-3379, v. 1
19
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EXHIBIT A

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Moscozo, et al. v. Meridian Senior Living, LLC
 Los Angeles County Superior Court
 Case No. 20STCV21220

If you worked as a non-exempt employee in California for Meridian Senior Living, LLC (“Meridian”) at any time from January 31, 2018 through [DATE], a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by former Meridian employees.
- The Court has preliminarily approved a class action settlement with Meridian, in accordance with the terms of the Joint Stipulation of Settlement filed in the Lawsuit (the “Settlement”), which will affect all hourly paid employees employed by Meridian in California from January 31, 2018 through [DATE] (the “Class Period”).
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (as defined below) and will collect a settlement award as detailed below. But you give up certain rights to sue Meridian separately about the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. Object to the Settlement. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (as defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members (as defined below) who do not object.
ASK TO BE EXCLUDED – <u>ACTION REQUIRED</u>	Get out of this Lawsuit. Get no payments from it. Keep rights. If you ask to be excluded from the Settlement, you won’t receive any payments. But you keep any rights to sue Meridian separately about the legal claims raised or that could have been raised in this Lawsuit.

- Your options are explained in this notice. To object to the Settlement or to ask to be excluded, you must act before [DATE].

- **Any questions?** Read on or contact Class Counsel (as defined below) or the Settlement Administrator (as defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE - 3 -

1. Why did I get this notice?
2. What is the Lawsuit about?
3. What is a class action and who is involved?
4. Why is this Lawsuit a class action?
5. What are the terms of the proposed Settlement?

WHO IS IN THE CLASSPAGE - 4 -

6. Am I part of this Class?
7. I'm still not sure if I am included.

YOUR RIGHTS AND OPTIONSPAGE - 5 -

8. What is my approximate Individual Settlement Payment?
9. What rights am I releasing if I participate in the Settlement?
10. How do I object to the Settlement?
11. Why would I ask to be excluded?
12. How do I ask to be excluded from the Class?

THE LAWYERS REPRESENTING YOUPAGE - 6 -

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. How will the Plaintiff be paid?

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESSPAGE - 7 -

16. Who is handling the settlement administration process?
17. When is the Final Approval Hearing and do I have to attend?

GETTING MORE INFORMATION.....PAGE - 7 -

18. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

Meridian records show that you currently work, or previously worked for Meridian in California as a non-exempt, hourly paid employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Kenneth R. Freeman of the Superior Court of the State of California, County of Los Angeles, is overseeing this lawsuit. The lawsuit is known as *Moscozo, et al. v. Meridan Senior Living, LLC*, Case No. 20STCV21220 (the "Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether Meridian provided hourly paid employees with authorized rest periods, paid all minimum and overtime wages, paid all wages owed upon termination of employment, provided proper wage statements, violated California's Unfair Competition Law, or violated the Private Attorneys General Act of 2004, all as required by applicable California laws.

Meridian denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. Meridian contends, among other things, that it has complied at all times with applicable law in connection with its compensation of Class Members.

3. What is a class action and who is involved?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representatives are also called the Plaintiffs. The company that was sued (in this case Meridian) is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement with Meridian, Plaintiffs and Meridian agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiffs alleged against Meridian, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Meridian has agreed to pay \$1,475,000.00 to settle the claims made in the Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiffs Rosamond Moscozo and Rosemarie James agreed to release all of their claims against Meridian.
3. Plaintiffs seek the following deductions from the \$1,475,000.00 Gross Settlement Amount:
 - a. One-third of the Gross Settlement Amount (which is currently equal to \$491,666.66) for Class Counsel’s attorneys’ fees.
 - b. Up to \$20,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of \$10,000.00 for each Plaintiff for having filed this Lawsuit, work performed, and risks undertaken.
 - d. Up to \$16,500.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$100,000 for release of Private Attorneys General Act of 2004 (“PAGA”) claims, 75% of which (\$75,000) will go to the California Labor and Workforce Development Agency, and 25% of which (\$25,000) will be distributed among Class Members who worked for Meridian at any time between March 19, 2019 and [DATE].

If the Court approves each of the requested deductions from the Gross Settlement Amount, the Parties estimate there will be approximately \$826,833.33 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for Defendant during the Class Period (January 31, 2018 to [DATE]). The Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis.

Your estimated Individual Settlement Payment is listed in section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 20% allocated to wages, 10% allocated to interest, and 70% allocated to penalties. The taxes ordinarily paid by an employer will be paid from the Gross Settlement Amount.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” is the group of all persons who worked as non-exempt, hourly paid employees in California for Meridian at any time from January 31, 2018 to [DATE] (the “Class Period”).

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators (the "Settlement Administrator"), at the designated phone number for this matter at [REDACTED], or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in section 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the settlement, or ask to be excluded from the Settlement, and you have to decide this by no later than [DATE].

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Meridian, the total number of weeks you worked in California for Meridian as an hourly paid employee during the Class Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the Settlement will be \$[REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Meridian's records and any information you provide. Please be advised that the number of weeks you worked as an hourly paid employee in California during the Class Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

You are releasing Meridian from any and all claims alleged in Plaintiffs' Operative Complaint, during the Class Period, including but not limited to (1) failure to pay wages (2) failure to permit rest breaks or pay compensation in lieu thereof (3) failure to provide accurate itemized wage statements (4) failure to pay all wages due upon separation of employment (5) violation of Business and Professions Code §§ 17200, et seq, and (6) violation of the California Labor Code Private Attorneys General Act of 2004, interest, fees, and costs, and all other claims and allegations made or that could have been made in the Action during the Class Period based on the facts and allegations in the operative complaint. PAGA Group Members may not opt out of the PAGA Settlement Amount.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt out). If you submit both a request for exclusion and an objection, you will be excluded from the settlement (see paragraphs 11 and 12 below), and your objection will not be considered. No later than [DATE], you should mail a written objection to the Settlement Administrator (at the address in section 18 below) setting forth the grounds of objection, signed and dated by you or your attorney, along with any supporting documents. You can also appear at the final approval hearing yourself or through an attorney. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Meridian for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this Lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit a written request for exclusion which states the following:

"I wish to exclude myself from the settlement reached in the matter of *Msocozo, et al. v. Meridian Senior Living, LLC*, Case No. 20STCV21220. I understand that by excluding myself, I will not receive any money from the settlement."

This request must be signed and mailed to the Settlement Administrator at the address below in section 18, and it must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. This law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Meridian, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to \$491,666.66) in attorneys' fees, plus costs not to exceed \$20,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with Meridian, Class Counsel has requested an enhancement of up to \$10,000.00 to be paid to each of the Plaintiffs for their efforts in this matter during initial investigation, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS**16. Who is handling the Settlement Administration process?**

The Settlement Administrator, Phoenix Settlement Administrators will handle the process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE] at [TIME] p.m. in Department 28 of the Superior Court of the State of California, County of Los Angeles, located at 111 North Hill Street, Los Angeles, CA 90012. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement as discussed above, you may appear at the hearing to object.

GETTING MORE INFORMATION**18. Are more details available?**

A copy of the entire Settlement Agreement, titled Joint Stipulation of Settlement, was filed in this case as Exhibit 1 to the Declaration of Fawn F. Bekam in Support of Plaintiff's Motion for Preliminary Approval filed on [DATE].

You may contact the "Settlement Administrator," which is:

Phoenix Settlement Administrators

ADDRESS

FAX

You may contact Class Counsel:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Fawn F. Bekam
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
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Please note that Meridian will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. Meridian prohibits retaliation and will not tolerate retaliation against any employee who participates in this Settlement or who chooses not to participate. Meridian supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY MERIDIAN MANAGER OR SUPERVISOR REGARDING THIS NOTICE OR THE LAWSUIT.