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and on behalf of all others similarly situated.

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JOEL VASQUEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

HOLLYBROOK MONTECITO OPERATIONS,
LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2020-01139787-CU-OE-CXC

Assigned for all purposes to:

Hon. Randall J. Sherman

Dept. CX105

JOINT STIPULATION OF SETTLEMENT

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15 *Attorneys for Defendants:*
16 HOLLYBROOK MONTECITO OPERATIONS, LLC;
17 HOLLYBROOK OPERATIONS, INC.
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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 Joel Vasquez and Angelica
7 Barcelon (“Named Plaintiffs”) and the Class Members, on the one hand, and Defendant Hollybrook
8 Montecito Operations, LLC (“Hollybrook” or “Defendant”), on the other hand. Named Plaintiffs and
9 Defendant 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 Dollars
12 (\$1,000,000.00) as provided in Section 3.07(a) below (“Gross Settlement Amount”) pursuant to the
13 terms and conditions of this Agreement and for the consideration set forth herein, including but not
14 limited to, a release of all claims by Named Plaintiffs and the Class Members as set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

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

19 a. “Action” means the action described as follows: *Joel Vasquez, individually and on*
20 *behalf of all others similarly situated v. Hollybrook Montecito Operations, LLC*; and DOES 1
21 through 20, inclusive,” Case No. 30-2020-01139787-CU-OE-CXC, commenced on March 19, 2020,
22 in the Superior Court of the State of California for the County of Orange.

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

25 c. “Class” means all non-exempt employees who were employed by Defendant in
26 California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:
28 AEGIS LAW FIRM, PC

1 Kashif Haque
2 Samuel A. Wong
3 Jessica L. Campbell
4 Kristy R. Connolly
5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
7 Telephone: (949) 379-6250
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9 e. "Class List" means a list based on Defendant's business records that identifies each
10 Class Member's name, last known home or mailing address, Social Security number or, as
11 applicable, other taxpayer identification number, dates of employment, the number of Qualifying
12 Workweeks worked during the Class Period, and the number of pay periods worked during the
13 PAGA Period.

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

15 g. "Class Period" means March 19, 2016 through April 10, 2023.

16 h. "Court" means the California Superior Court for the County of Orange, where the
17 Action is currently pending.

18 i. "Date of Finality" means the later of the following: (1) the date the Final Order is
19 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
20 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
21 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)
22 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
23 final.

24 j. "Defendant" means Defendant Hollybrook Montecito Operations, LLC.

25 k. "Defense Counsel" means counsel for Defendants:

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27 Katherine V.A. Smith
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l. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

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

n. "Gross Settlement Amount" means One Million Dollars and Zero Cents (\$1,000,000.00) to be paid by Defendant as provided by this Agreement in full satisfaction of all Released Claims. All payments to the Class, Participating Class Members' share of applicable payroll tax requirements, administration costs, attorney's fees and costs, and Incentive Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars (\$10,000) for Plaintiff Joel Vasquez and Five Thousand Dollars (\$5,000) for Angelica Barcelon, subject to Court approval, in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims.

1 p. "Individual Settlement Payment(s)" means each Participating Class Member's
2 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
3 by the calculations provided in Section 3.07(f) of this Agreement.

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

5 r. "LWDA Payment" means 75% of the \$50,000 allocated to the settlement of PAGA
6 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
7 this Agreement, as provided for below.

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

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

15 u. "Named Plaintiffs" mean Joel Vasquez and Angelica Barcelon.

16 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
17 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and PAGA
18 Settlement Amount, pursuant to Section 3.07(a)-(f) below.

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

22 x. "Notice Packet" means collectively and in a form substantially similar to the Notice
23 of Proposed Class Action Settlement attached hereto as **Exhibit A** and the Opt-Out Form attached
24 hereto as **Exhibit B**, all subject to Court approval.

25 y. "Operative Complaint" means the Second Amended Class Action Complaint filed in
26 the Action on or about June 7, 2023.

27 z. "PAGA" means the California Private Attorneys General Act of 2004, which is
28 codified in California Labor Code §§ 2698 *et seq.*

1 aa. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
2 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
3 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court
4 approval. As required by PAGA, 75% of the PAGA Settlement Amount, or Thirty-Seven Thousand
5 and Five Hundred Dollars (\$37,500), will be paid to the LWDA (“LWDA Payment”), and the
6 remaining 25%, or Twelve Thousand and Five Hundred Dollars (\$12,500) will be distributed to
7 PAGA Group Members.

8 bb. “PAGA Group Members” means all Class Members employed by Defendant at any
9 time between March 19, 2019 through April 10, 2023 (“PAGA Period”).

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

14 dd. “Preliminary Approval Date” means the date the Court enters a written order
15 preliminarily approving the Settlement embodied in this Agreement.

16 ee. “Qualified Settlement Fund” or “QSF” means a fund, account, or trust within the
17 meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the
18 Settlement Administrator for the purpose of distributing the Gross Settlement Amount according to
19 the terms of this Settlement Agreement.

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

22 gg. “Released Claims” means all claims, judgments, liens, losses, debts, liabilities,
23 demands, obligations, guarantees, penalties (including but not limited to waiting time penalties and
24 all other penalties available under the California Labor Code), costs, expenses, attorneys’ fees,
25 damages, indemnities, actions, causes of action, and obligations of every kind and nature in law,
26 equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed,
27 contingent or accrued, that were or could have reasonably been alleged based upon the facts pleaded
28 in the Action, including but not limited to (1) failure to pay minimum wages; (2) failure to pay

1 overtime wages; (3) failure to provide meal periods; (4) failure to authorize or permit rest periods;
2 (5) failure to furnish accurate itemized wage statements wage statement violations; (6) failure to pay
3 wages upon separation of employment and within the required time; and (7) violation of California
4 Business and Professions Code §§17200, *et seq.*, arising out of the aforementioned claims during the
5 Class Period.

6 hh. “Released Parties” means Defendant and any of its former and present parents,
7 subsidiaries, direct or indirect holding companies, investors, sister and affiliated companies,
8 divisions, and other related entities, as well as their successors, predecessors, shareholders, officers,
9 directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors,
10 accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and
11 representatives, both individually and in their official capacities, past or present, as well as persons
12 acting by, through, under, or in concert with any of these persons or entities, including, but not
13 limited to, entities holding ownership interests in Defendant.

14 ii. “Released PAGA Claims” means all claims for penalties, costs, expenses, attorneys’
15 fees, causes of action, and obligations of every kind and nature in law or otherwise, known or
16 unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, that were or
17 could have reasonably been alleged based upon the facts pleaded in the Action and the PAGA claim
18 notice that Plaintiff Vasquez provided to the LWDA prior to commencing the Action asserted
19 through California Labor Code §§ 2698, *et seq.* (PAGA).

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

27 kk. “Settlement Administration Costs” means all costs incurred by the Settlement
28 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to

1 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
2 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
3 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Incentive
4 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
5 Settlement Amount.

6 ll. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
7 will be responsible for the administration of the Individual Settlement Payments to be made by
8 Defendant from the Gross Settlement Amount and related matters under this Agreement.

9 **ARTICLE II**

10 **CONTINGENT NATURE OF THE AGREEMENT**

11 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

12 Because the Parties have stipulated to the certification of the Class with respect to all causes
13 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
14 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
15 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
16 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
17 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
18 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
19 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
20 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
21 Class as to Defendant will be vacated and Named Plaintiffs, Defendant, and the Class will be returned
22 to their positions with respect to the Action as if the Agreement had not been entered into. In the
23 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
24 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
25 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
26 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
27 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
28 or cited thereafter by any person or entity, including in any manner whatsoever, including without

1 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
2 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
3 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
4 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
5 Date of Finality does not occur.

6 The Parties and their respective counsel shall take all steps that may be requested by the Court
7 relating to the approval and implementation of this Agreement and shall otherwise use their
8 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
9 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
10 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
11 resolution, the Parties agree to seek the assistance of mediator David A. Rotman to resolve the
12 dispute.

13 **ARTICLE III**

14 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

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

17 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

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

22 **Section 3.02: The Settlement Administrator**

23 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
24 Settlement Administrator, including but not limited to distributing and responding to inquiries about
25 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
26 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
27 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
28 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to

1 Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
2 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

3 All costs of administering the Settlement, including but not limited to all costs and fees
4 associated with preparing, issuing and mailing any and all notices to Class Members and/or
5 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
6 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
7 returns and any other filings required by any governmental taxing authority or agency, all costs and
8 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
9 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
10 incurred and/or charged by the Settlement Administrator in connection with the execution of its
11 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
12 Administrator from the Gross Settlement Amount.

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

14 No later than five (5) business days after the Preliminary Approval Date, Defendant will
15 provide the Settlement Administrator with the Class List in electronic format based on its business
16 records.

17 Within ten (10) business days of receiving the Class List from Defendant, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
20 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
21 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
22 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
23 Settlement Administrator will check all Class Member addresses against the National Change of
24 Address database and shall update any addresses before mailing. The Settlement Administrator will
25 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
26 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
27 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
28 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class

Members shall not be required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on LexisNexis or comparable databases based on set criteria and, if another address is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

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

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

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

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member or PAGA Group Member disagrees with Defendant's records as to his or her Qualifying Workweeks and/or the number of pay periods worked during the PAGA Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member or PAGA Group Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties and the Settlement Administrator will work in good faith to resolve it. If the Parties and the Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the Qualifying Workweeks or number of pay periods for each Class Member or PAGA Group Member during the Class Period and/or PAGA Period, respectively, based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain an Opt-Out Form substantially in the form attached hereto as **Exhibit B**. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

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

e. Right of Plaintiff to Adjust Gross Settlement Amount

Defendant has estimated the number of Class Members is 355 and the number of Qualifying Workweeks is 16,088. If the number of Class Members increases by more than 10% (which is more than 390 Class Members) or the number of Qualifying Workweeks increases by more than 10% (which is more than 17,696 Qualifying Workweeks) as of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount as follows: \$2,816.90 per additional class member or \$62.16 per additional Qualifying Workweek, whichever is greater.

Section 3.05: Notice to LWDA

Within ten (10) calendar days of the entry of the Court's order granting Preliminary Approval, Class Counsel will notify the LWDA of that order consistent with Labor Code sections 2699(1)(2)-(3).

Section 3.06: Final Fairness and Approval Hearing

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

Section 3.07: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of One Million Dollars (\$1,000,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payments.

Within ten (10) calendar days after the Court signs the Final Order, Defendant shall transfer 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. 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, and the Settlement Administration Costs.

Within ten (10) calendar days after receiving Defendants' 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

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 Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333,333.33). Class Counsel shall submit an application for an award of costs not to exceed Fifty-Five Thousand Dollars (\$55,000.00). 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 Eight Thousand Five Hundred Fifty Dollars (\$8,550.00).

d. Payment of Incentive Award to Named Plaintiffs

Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award as follows: up to Ten Thousand Dollars (\$10,000) for Plaintiff Joel Vasquez and Five Thousand Dollars (\$5,000) for Angelica Barcelon, 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

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Fifty Thousand Dollars (\$50,000) 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 distributed to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members and PAGA Group 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

1 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
2 Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks
3 worked during the Class Period by each Participating Class Member.

4 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided
5 between all PAGA Group Members in proportion to the number of pay periods that each PAGA
6 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA
7 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement
8 Amount (or \$12,500) will be divided by the total number of pay periods by all PAGA Group
9 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded
10 up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA
11 Settlement Payment will be included in his or her Notice Packet. After final approval by the Court,
12 the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata basis
13 based on the number of pay periods worked during the PAGA Period by each PAGA Group Member.

14 Each Individual Settlement Payment will represent wages and penalties allocated using the
15 following formula: 20% allocated to wages; 80% allocated to interest and penalties. Payments for
16 the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid as wages shall
17 be subject to all tax withholdings customarily made from an employee's wages and all other
18 authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes
19 will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as
20 penalties and interest shall be subject to all authorized and required withholdings other than the tax
21 withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

22 No later than ten (10) business days after receiving the Gross Settlement Amount from
23 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
24 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
25 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
26 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
27 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
28 extent required by law for the interest and penalty portions of the Individual Settlement Payments.

1 Participating Class Members and PAGA Group Members shall have 180 days from the date their
2 Individual Settlement Payment checks and Individual PAGA Settlement Payment checks are dated
3 to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day
4 time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed
5 Property Fund in the name of the Class Member for whom the funds are designated.

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

13 **g. Default on Payment.**

14 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after
15 the date that the Court grants final approval of the Settlement shall be considered a default. In the
16 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
17 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
18 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
19 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
20 forth herein, Named Plaintiffs may elect to enter judgment against Defendant, on an ex parte basis,
21 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiffs will be entitled
22 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
23 attorneys' fees and costs.

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

25 The Individual Settlement Payments made to Participating Class Members under this
26 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
27 calculate any additional benefits under any benefit plans to which any Class Members may be
28 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase

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.

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.

Section 4.04: Cancellation of Settlement Agreement

Within fourteen (14) calendar days of the Response Deadline, as defined in the Court's order granting preliminary approval of the Agreement, Defendant will have the option, in its sole discretion, to void the Agreement in its entirety if eight percent (8%) or more of all individuals eligible to be Participating Class Members submit timely and valid Requests for Exclusion or are otherwise deemed by the Court not to be bound by the Agreement.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant funds the Gross Settlement Amount, Named Plaintiffs and Participating Class Members release the Released Parties from the Released Claims.

Section 5.02: Released Claims by PAGA Group Members

Upon the date of funding the GSA, the State of California and PAGA Group Members release the Released Parties from the Released PAGA Claims, regardless of whether PAGA Group Members opt out of the Class Settlement.

Section 5.03: Named Plaintiffs' Release of Unknown Claims

Upon the date of funding the GSA, Named Plaintiffs waive, release, acquit, and forever discharge the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiffs' employment with Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

1 Section 1542 of the California Civil Code provides as follows:

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

6 Named Plaintiffs’ general release provided herein is made with an express waiver and
7 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

8 **ARTICLE VI**

9 **MISCELLANEOUS PROVISIONS**

10 **Section 6.01: Amendments or Modification**

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

14 **Section 6.02: Assignment**

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

20 **Section 6.03: Governing Law**

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

24 **Section 6.04: Entire Agreement**

25 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
26 contains the entire understanding of the Parties with respect to the subject matter contained herein.
27 In case of any conflict between text contained in Articles I through VI of this Agreement and text
28 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.

Section 6.05: Waiver of Compliance

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

Section 6.06: Counterparts and Fax/PDF Signatures

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

Section 6.07: Meet and Confer Regarding Disputes

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

Section 6.08: Agreement Binding on Successors

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

1 **Section 6.09: Cooperation in Drafting**

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

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

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is and is consistent with public policy, and fully complies with
10 applicable law.

11 **Section 6.11: Headings**

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

15 **Section 6.12: Notice**

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

18 *To Named Plaintiffs and the Class:*

19 Kashif Haque
20 Samuel A. Wong
21 Jessica L. Campbell
22 Kristy R. Connolly
23 AEGIS LAW FIRM, PC
24 9811 Irvine Center Drive, Suite 100
25 Irvine, California 92618
26 Telephone: (949) 379-6250
27 Facsimile: (949) 379-6251

28 And

To Defendants:

 Katherine V.A. Smith
 GIBSON, DUNN & CRUTCHER LLP
 333 South Grand Avenue

Los Angeles, CA 90071-3197
Telephone: (213) 229-7000
Facsimile: (213) 229-7520

Jessica M. Pearigen
GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
Irvine, CA 92612-4412
Telephone: (949) 451-3800
Facsimile: (949) 451-4220

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

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

Section 6.14: Mutual Full Cooperation

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

1 **Section 6.15: Authorization to Act**

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

9 **Section 6.16: No Reliance on Representations**

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

17 **Section 6.17: Circular 230 Disclaimer**

18 Each party to this agreement acknowledges and agrees that no provision of this agreement,
19 and no written communication or disclosure between or among the parties or their attorneys and other
20 advisers, is or was intended to be, nor will any such communication or disclosure constitute or be
21 construed or be relied upon as, tax advice within the meaning of United States Treasury Department
22 Circular 230 (31 CFR Part 10, as amended).

23 **Section 6.18: Media Restrictions**

24 The Parties and their counsel agree that they will not issue any press releases or initiate any
25 contact with the media about the fact, amount, or terms of the settlement. Unless required by
26 applicable law, neither the Named Plaintiffs nor their counsel shall publicize the terms of this
27 Agreement in any medium, or initiate or issue any press release or have any communications to the
28 press or media concerning the lawsuit, the settlement of the lawsuit, and/or this Agreement, except

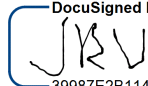
as posted by the Settlement Administrator as ordered by the Court. The Named Plaintiffs' counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communication. If counsel for either party receives an inquiry about the settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the terms of the Agreement. Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating with Class Members as necessary to fulfill their obligations as Class Counsel and nothing in this Section shall prohibit Class Counsel from including publicly available information in their declarations describing their qualifications as counsel in other cases.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

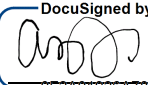
Dated: 06/14/23 _____

JOEL VASQUEZ

DocuSigned by:

 Bv: 39987E2B11414D3
 Named Plaintiff

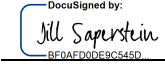
Dated: 06/08/2023 _____

ANGELICA BARCELON

DocuSigned by:

 Bv: 0F2A01926A784EE...
 Named Plaintiff

Dated: 6/27/2023 _____

HOLLYBROOKMONTECITO
OPERATIONS, LLC

DocuSigned by:

 Bv: BFOAFD0DEB0C54SD
 By: _____
 (Signature)
 Jill Saperstein

 (Printed Name)
 Secretary of Hollybrook Operations, Inc.
 as sole member

 (Title)

APPROVED AS TO FORM ONLY:

Dated: 6/15/2023

AEGIS LAW FIRM, PC



By: _____

Kashif Haque
Kristy R. Connolly

Attorneys for Named Plaintiffs Joel
Vasquez and Angelica Barcelon

Dated: 06/27/23

GIBSON, DUNN & CRUTCHER LLP



By: _____

Katherine V.A. Smith

Attorneys for Defendants Hollybrook
Montecito Operations, LLC