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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MAGALY GONZALEZ, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

ALL DAY SERVICE, INC., a California
corporation; BEVERLY HILLS HOTEL
CORPORATION, a California corporation;
SAJAHTERA, INC., Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV17217

*Assigned for All Purposed to: Hon. Daniel J.
Buckley, Dept. SSCI*

CLASS ACTION

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

Complaint Filed: May 4, 2020
Trial Date: None.

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Magaly Gonzalez, individually and on behalf of the Settlement Class and Defendants All Day Service, Inc., Beverly Hills Hotel Corporation, and Sajahtera, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled “*Gonzalez v. All Day Service, Inc. et al.*,” Case No. 20STCV17217, pending before the Los Angeles County Superior Court.

3. “Class Counsel” means Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, i.e. Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Fifteen Thousand Dollars (\$15,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of periods of active employment as a non-exempt, hourly employee of All Day Service, Inc. in the State of California during which the Class Member was assigned to work at the Beverley Hill Hotel; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and

1 (8) any other information required by the Settlement Administrator in order to effectuate the
2 terms of the Settlement.

3 6. "Class" or "Class Members" means all current and former hourly-paid, non-
4 exempt employees of All Day Service, Inc. who were employed by All Day Service, Inc. in the
5 State of California and were assigned to work at the Beverley Hill Hotel at any time during the
6 Class Period.

7 7. "Class Period" means the period from April 16, 2018, to June 12, 2021, or to the
8 date the cap on the Class Period is met pursuant to Section 37 of this Agreement, whichever is
9 earlier.

10 8. "Class Representative" means Plaintiff Magaly Gonzalez in her capacity as the
11 representative of the Participating Class Members.

12 9. "Class Representative Enhancement Payment" means the amount that the Court
13 authorizes to be paid to Plaintiff Gonzalez, in addition to her Individual Settlement Payments, in
14 recognition of the efforts and risks they have taken in assisting with the prosecution of the
15 Action and in exchange for the General Release of their claims as provided herein.

16 10. "Court" means the Superior Court of the State of California for the County of
17 Los Angeles.

18 11. "Defendants" means All Day Service, Inc., Beverly Hills Hotel Corporation, and
19 Sajahtera, Inc.

20 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all
21 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an
22 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed
23 (c) if any timely appeals are filed or other judicial review is taken, the date of the resolution (or
24 withdrawal) of any such appeal in a way that does not alter the terms of the settlement

25 13. "Final Approval" means the Court entering an order granting final approval of
26 the Settlement Agreement.

1 14. “Gross Settlement Amount” means the sum of Two Hundred and Fifty Thousand
2 Dollars (\$250,000.00). The Gross Settlement Amount is non-reversionary; no portion of the
3 Gross Settlement Amount will return to Defendants.

4 15. “Individual Settlement Payment” means the amount payable from the Net
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
7 Payments shall be paid by a Settlement Check made payable to Participating Class Members
8 and/or PAGA Members.

9 16. “Net Settlement Amount” means the funds available for payments to the Class,
10 which shall be amount remaining after the following amounts are deducted from the Gross
11 Settlement Amount: (1) Class Counsel’s Fees and Costs, (2) Settlement Administration Costs,
12 (3) Class Representative Enhancement Payments to Plaintiff; and (4) the PAGA Payment to the
13 LWDA and PAGA Members.

14 17. “Notice” means the Notice of Class Action Settlement in a form substantially
15 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last
16 known addresses and which will provide Class Members with information regarding the Action
17 and information regarding the settlement of the Action.

18 18. “PAGA” means the California Labor Code Private Attorneys General Act of
19 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

20 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in
21 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code
22 §§ 2698, *et seq.*)(“PAGA”). The Parties have agreed that Twenty-Five Thousand Dollars
23 (\$25,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s
24 PAGA Claims. Seventy Five Percent (75%) of this amount (\$18,750.00) will be paid to the
25 California Labor and Workforce Development Agency (“LWDA”) in accordance with Labor
26 Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$6,250.00), will be distributed
27 to PAGA Members. PAGA Members will receive payment from the employee portion of the
28

1 PAGA Payment regardless of their decision to participate in the class action if the PAGA
2 Payment is approved by the Court.

3 20. "PAGA Period" means the period from April 23, 2019, to June 12, 2021, or to
4 the date the cap on the Class Period is met pursuant to Section 37 of this Agreement, whichever
5 is earlier.

6 21. "PAGA Members" means all current and former non-exempt employees of All
7 Day Service, Inc., who were employed by All Day Service, Inc. in the state of California and
8 were assigned to work at the Beverly Hills Hotel at any time during the PAGA Period.

9 22. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean
10 either Plaintiff or Defendants, individually.

11 23. "Participating Class Members" means all Class Members who do not submit
12 valid and timely Requests for Exclusion.

13 24. "Plaintiff" means Magaly Gonzalez.

14 25. "Preliminary Approval" means the Court order granting preliminary approval of
15 the Settlement Agreement.

16 26. "Objection" means a Class Member's valid and timely written objection to the
17 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full
18 name, address, telephone number, last four digits of the employees' social security number or
19 employee ID number and (b) a written statement of all grounds for the objection accompanied
20 by legal support, if any, for such objection.

21 27. "Released Class Claims" means all claims, rights, demands, liabilities, penalties,
22 costs, expenses, attorneys' fees, damages, and causes of actions that are alleged or reasonably
23 could have been alleged based on the facts and claims asserted in the operative complaint in the
24 Action including the following claims: (i) failure to pay all regular wages, minimum wages and
25 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
26 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse
27 necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi)
28 failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely

1 pay wages during employment (including a claim under the Industrial Welfare Commission
2 Wage Orders, and common law including conversion); (viii) unfair business practices that could
3 have been premised on the claims, causes of action or legal theories of relief described above or
4 any of the claims, causes of action or legal theories of relief pleaded in the operative complaint;
5 and (ix) failure to maintain required payroll records, arising during the Class Period. In addition,
6 any Participating Class Member who cashes his or her settlement check will be deemed to have
7 opted into the action for purposes of the FLSA and, the Released Class Claims include any and
8 all claims those Participating Class Members may have under the FLSA based on the factual
9 allegations in the operative complaint.

10 28. "Released PAGA Claims" means all claims under the California Labor Code
11 Private Attorneys General Act of 2004 or for civil penalties that could have been premised on
12 the claims, causes of action or legal theories described in the Release Class Claims or any of the
13 claims, causes of action or legal theories of relief pleaded in the operative complaint including
14 but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699, arising during the
15 PAGA Period.

16 29. "Released Parties" means Defendants All Day Service, Inc., Beverly Hills Hotel
17 Corporation, and Sajahtera, Inc. and their past, present and/or future, direct and/or indirect,
18 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
19 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
20 divisions, predecessors, successors, assigns, and joint venturers.

21 30. "Request for Exclusion" means a valid and timely written statement submitted by
22 a Class Member requesting to be excluded from the Action. To be effective, the Request for
23 Exclusion must contain (a) the Class Member's name, address, telephone number, and the last
24 four digits of the Class Member's Social Security number and/or the Employee ID number and
25 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to
26 the following: "I wish to exclude myself from the class settlement reached in the matter of
27 *Gonzalez v. All Day Service, Inc.* I understand that by excluding myself, I will not receive
28 money from the settlement of my individual claims." To be effective, the Request for Exclusion

1 must be post-marked by the Response Deadline and received by the Settlement Administrator.
2 The Request for Exclusion shall not be effective as to the release of claims arising under the
3 Private Attorneys General Act.

4 31. "Response Deadline" means the date sixty (60) days after the Settlement
5 Administrator mails Notice to Class Members and the last date on which Class Members may
6 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
7 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
8 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
9 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
10 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
11 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
12 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
13 express agreement between Class Counsel and Defendants' Counsel. Under no circumstances,
14 however, will the Settlement Administrator have the authority to unilaterally extend the deadline
15 for Class Members to submit a Request for Exclusion or objection to the settlement.

16 32. "Settlement" means the disposition of the Action pursuant to this Agreement.

17 33. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent
18 that they do not have any financial interest in the Settlement Administrator or otherwise have a
19 relationship with the Settlement Administrator that could create a conflict of interest.

20 34. "Settlement Administration Costs" mean the costs payable from the Gross
21 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
22 but not limited to, printing, distributing, and tracking documents for this Settlement,
23 calculating/confirming the class member Workweeks from the information contained in the
24 Class List, calculating each Participating Class Member's Individual Settlement Payment, tax
25 reporting, distributing the Gross Settlement Amount, providing necessary reports and
26 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
27 as requested by the Parties. Settlement Administration Costs shall not exceed Eleven Thousand
28 Dollars (\$11,000.00).

35. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

TERMS OF AGREEMENT

36. Settlement Consideration. Defendants shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date, as described in Section 38 below. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

37. Cap on Class Period: Defendants have represented there are approximately 3,251 Workweeks between April 16, 2018, and March 3, 2021. If the number of Workweeks increases by more than 10% (i.e. by more than 325 Workweeks) before June 12, 2021, the Class Period will be capped as of the date the Workweeks reach the 10% increase.

38. Funding of the Gross Settlement Amount: The Gross Settlement amount shall be funded in two separate payments by Defendants. Within thirty (30) calendar days of the Effective Date of the Settlement, Defendants will deposit one half (1/2) of the Gross Settlement Amount and one half (1/2) of all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Within six months of the initial payment, Defendants shall deposit the second half of the Gross Settlement Amount and second half of applicable employer-side payroll taxes. Defendants’ payment obligations with respect to each installment payment shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions (provided such payment is ultimately deposited in the QSF). Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit

state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days following the Effective Date. The Settlement Administrator will calculate and advise Defendants of the total amount owed as employer-side payroll taxes with each installment, at least seven (7) calendar days prior to each installment due date.

39. Cure Provision. In the event Defendants fail to make any payment on the date it is due as set forth in Section 38 of this Agreement, the Settlement Administrator will provide notice to Class Counsel and Defendants' Counsel within three (3) business days of the missed payment. Thereafter, Defendants will have thirty (30) days to cure the untimely payment. Defendants shall make any payment under this provision pursuant to the Settlement Administrator's electronic transfer instructions. The Parties expressly agree that the Defendants' payment obligations with respect to any cure shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions. If Defendant fails to cure within thirty (30) days Plaintiff shall be entitled to enforce the Judgment and shall be entitled to recover all necessary attorneys' fees and costs associated with these proceedings.

40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the complete funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments (including each PAGA Member's share of the PAGA Payment); (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

41. Attorneys' Fees and Costs. Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees of not more than Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net

Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Class Representative Enhancement Payment: Defendants agree not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00). The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eleven Thousand Dollars (\$11,000.00).

44. PAGA Payment: Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00), to the California Labor and Workforce Development Agency ("LWDA"). Six Thousand Two Hundred and Fifty Dollars (\$6,250.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement and shall remain bound by the Court's resolution of the PAGA claim.

45. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	250,000.00
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Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	87,500.00
Class Counsel's Costs:	\$	15,000.00
PAGA Payment (LWDA portion)	\$	18,750.00
PAGA Payment (PAGA Members portion)	\$	6,250.00
Settlement Administration Costs:	\$	11,000.00
Estimated Net Settlement Amount	\$	104,000.00

46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

1 c) Allocation of Individual Settlement Payments: All Individual
2 Settlement Payments will be allocated as follows: one-hundred percent (100%) of each PAGA
3 Members share of the PAGA Payment will be allocated as penalties; twenty percent (20%) of
4 each Individual Settlement Payment (minus any portion attributed as the PAGA Member's share
5 of the PAGA Payment) will be allocated as wages, forty percent (40%) shall be allocated as
6 interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual
7 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an
8 IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by
9 the Settlement Administrator.

10 46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
11 Participating Class Members under this Settlement, as well as any other payments made
12 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
13 benefit plans to which any Class Members may be eligible, including, but not limited to profit-
14 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
15 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
16 Agreement will not affect any rights, contributions, or amounts to which any Class Members
17 may be entitled under any benefit plans.

18 47. Settlement Administration Process. The Parties agree to cooperate in the
19 administration of the Settlement and to make all reasonable efforts to control and minimize the
20 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
21 will provide the following services:

22 47(a) Establish and maintain a Qualified Settlement Fund.

23 47(b) Calculate the Individual Settlement Payment each Participating Class
24 Member is eligible to receive and the portion of the PAGA Payment
25 each PAGA Member shall receive.

26 47(c) Translate the Notice to Spanish

27 47(d) Print and mail the Notice.

28 47(e) Conduct additional address searches for mailed Notices that are

returned as undeliverable.

47(l) Process Requests for Exclusion, field inquiries from Class Members,

47(g) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

47(h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

47(i) Provide weekly status reports to counsel for the Parties.

47(j) Post a notice of final judgment online at Settlement Administrator's website.

47(k) Calculate and advise Defendants of the total amount owed as employer-side payroll taxes with each installment.

47(l) Forwarding all payroll taxes and penalties to the appropriate government authorities, including issuing the payment of the employer-side payroll taxes to the appropriate taxing authorities.

48. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

49. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will

promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an objection to the Settlement.

51. Notice. All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendat during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

52. Disputed Information on Notice. Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute will be submitted to

1 the Court.

2 53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
3 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by the
4 Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address,
5 telephone number, and the last four digits of the Class Member's Social Security number and/or the
6 Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class
7 claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter
8 of *Gonzalez v. All Day Service*. I understand that by excluding myself, I will not receive money from the
9 settlement of my individual claims. The date of the postmark on the return mailing envelope receipt
10 confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely
11 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will
12 certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely
13 submitted. All Class Members who do not request exclusion from the Action will be bound by all terms
14 of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for
15 Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General
16 Act.

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18 54. Defective Submissions. If a Class Member's Request for Exclusion is defective
19 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
20 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
21 (3) business days of receiving the defective submission to advise the Class Member that his or
22 her submission is defective and that the defect must be cured to render the Request for
23 Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b)
24 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
25 revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective
26 claim, then the Settlement Administrator will have no further obligation to give notice of a need
27 to cure. If the revised Request for Exclusion is not postmarked within that period, it will be
28 deemed untimely.

1 55. Defendants' Right to Rescind. If more than ten percent (10%) of the Class
2 Members (rounded to the next whole number) elect not to participate in the Settlement,
3 Defendants may, at their election, rescind the Settlement Agreement and all actions taken in
4 furtherance of it will be thereby null and void. The Settlement Administrator shall notify Class
5 Counsel and Defendants' Counsel whether this right is triggered five (5) calendar days after the
6 period to file a request for exclusion has expired. Defendants must meet and confer with Class
7 Counsel prior to exercising this right and must make clear their intent to rescind the Agreement
8 within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these
9 opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants shall be
10 responsible for all Settlement Administration Costs incurred to the date of rescission.

11 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
12 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
13 Request for Exclusion will be bound by all of its terms, including those pertaining to the
14 Released Class Claims and Released PAGA Claims, as well as any Judgment that may be
15 entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of
16 the Settlement shall not be bound by such Judgment or release, except that PAGA Members shall
17 still receive their portion of the PAGA Payment regardless of their decision to opt-out of the class
18 settlement and shall remain bound by the Court's resolution of the PAGA claim. The names of Class
19 Members who have opted-out of the settlement shall be disclosed to the Counsel for both
20 Plaintiff and Defendants and noted in the proposed Judgment submitted to the Court.

21 57. Objection Procedures. To object to the Settlement, a Participating Class Member
22 must postmark a valid Objection to the Settlement Administrator on or before the Response
23 Deadline. The Objection must be signed by the Participating Class Member and contain all
24 information required by this Settlement Agreement including the employee's full name, address,
25 telephone number, the last four digits of their social security number and/or Employee ID
26 number, and the specific reason including any legal grounds for the Participating Class
27 Members objection. The postmark date will be deemed the exclusive means for determining that
28 the Notice of Objection is timely. Participating Class Members who fail to object in the manner

1 specified above will be foreclosed from making a written objection, but shall still have a right to
2 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no
3 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating
4 Class Members to submit written objections to the Settlement or appeal from the Order and
5 Judgment. Class Counsel will not represent any Class Members with respect to any objections to
6 this Settlement.

7 58. Certification Reports Regarding Individual Settlement Payment Calculations.

8 The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly
9 report which certifies: (a) the number of Class Members who have submitted valid Requests for
10 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
11 has submitted a challenge to any information contained in the Notice. Additionally, the
12 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
13 the administration of the Settlement Agreement as needed or requested.

14 59. Uncashed Settlement Checks. Any checks issued by the Settlement
15 Administrator to Participating Class Members and PAGA Members will be negotiable for at
16 least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA
17 Member does not cash his or her Settlement Check or PAGA payment check within 180 days,
18 the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State
19 of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500,
20 *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not
21 cash their checks until such time that they claim their property. The Parties agree that this
22 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the
23 entire Net Settlement Amount will be paid out to Participating Class Members and PAGA
24 Members, whether or not they all cash their Settlement Checks or PAGA payment checks.
25 Therefore, Defendants will not be required to pay any interest on such amounts. The Individual
26 Settlement Payments provided to Participating Class Members and to PAGA Members shall
27 prominently state the expiration date or a statement that the Settlement Check will expire in one
28 hundred eighty (180) days, or alternatively, such a statement may be made in a letter

1 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
2 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The
3 parties agree no unclaimed funds will result from the settlement.

4 60. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, the
6 LWDA, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
7 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
8 for forwarding all payroll taxes and penalties to the appropriate government authorities.

9 61. Tax Liability. Defendants make no representation as to the tax treatment or legal
10 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
11 not relying on any statement, representation, or calculation by Defendants or by the Settlement
12 Administrator in this regard. Plaintiff and Participating Class Members understand and agree
13 that they will be solely responsible for the payment of any taxes and penalties assessed on the
14 payments described herein. Defendants' share of any employer payroll taxes and other required
15 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
16 Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross
17 Settlement Amount.

18 62. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
19 section, the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
21 Agreement, and no written communication or disclosure between or among the Parties or their
22 attorneys and other advisers, is or was intended to be, nor shall any such communication or
23 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
24 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
25 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
26 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
27 entered into this Agreement based upon the recommendation of any other Party or any attorney
28 or advisor to any other Party, and (c) is not entitled to rely upon any communication or

1 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
2 imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has
3 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
5 acknowledging party of the tax treatment or tax structure of any transaction, including any
6 transaction contemplated by this Agreement.

7 63. No Prior Assignments. The Parties and their counsel represent, covenant, and
8 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
9 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
10 demand, action, cause of action or right herein released and discharged.

11 64. Release by Participating Class Members PAGA Members, the LWDA and the
12 State of California. Upon the complete funding of the Gross Settlement Amount and all
13 applicable employer-side payroll taxes by Defendants, Participating Class Members shall fully
14 release and discharge the Released Parties from any and all Released Class Claims for the Class
15 Period. This release shall be binding on all Participating Class Members. All PAGA Members,
16 the LWDA, and State of California shall fully release and discharge the Released Parties from
17 any and all Released PAGA Claims for the PAGA Period. All PAGA Members shall release all
18 Released PAGA Claims for the PAGA Period regardless of their decision to participate in the
19 class settlement. Any Participating Class Member who cashes his or her settlement check will
20 be deemed to have opted into the action for purposes of the FLSA and, the Released Class
21 Claims include any and all claims those Settlement Class Members may have under the FLSA
22 arising during the Class Period relating to the alleged claims.

23 65. Release of Additional Claims & Rights by Plaintiff. Upon the complete funding
24 of the Gross Settlement Amount, Plaintiff—on behalf of herself only—agrees to the additional
25 following General Release: In consideration of Defendants' promises and agreements as set
26 forth herein, Plaintiff hereby fully release the Released Parties from any and all Released Class
27 Claims, Released PAGA Claims, and also generally release and discharge the Released Parties
28 from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind

1 which have been or could have been asserted against the Released Parties arising out of or
2 relating to her employment by Defendants or termination thereof, including but not limited to
3 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or
4 wrongful termination of employment. This waiver and release includes, but is not limited to, any
5 and all rights or claims, whether known or unknown, Plaintiff may individual have under the
6 California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the
7 California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans
8 with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); the
9 Older Workers' Benefit Protection Act; the Family and Medical Leave Act; the Employee
10 Retirement Income Security Act; the Fair Labor Standards Act ("FLSA"); the Pregnancy
11 Discrimination Act; the Equal Pay Act of 1973; the Rehabilitation Act of 1973; the
12 Occupational Safety and Health Act; and Section 132a of the California Labor Code. This
13 release specifically includes any and all claims, demands, obligations and/or causes of action for
14 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
15 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
16 whether or not known or suspected to exist, and whether or not specifically or particularly
17 described herein. Specifically, Plaintiff waives all rights and benefits afforded by California
18 Civil Code Section 1542, which provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
23 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
24 DEBTOR OR RELEASED PARTY.

25 This release specifically excludes claims for unemployment insurance, disability, social
26 security, and workers compensation (with the exception of claims arising pursuant to California
27 Labor Code Sections 132(a) and 4553).

28 With respect Plaintiff's individual release of any and all claims under the Older Workers

Benefit Protection Act/Age Discrimination in Employment Act (“ADEA”)(“ADEA Release”), Plaintiff specifically acknowledges that Defendants has advised her that under the ADEA, she has twenty-one (21) days from receipt of this Agreement to consider the ADEA Release before signing the Agreement. Plaintiff may decide to sign the Agreement sooner and voluntarily waive the 21-day period provided by the ADEA. Plaintiff further acknowledges that she has had the opportunity to make counter-proposals to the ADEA Release, and has been advised that she has seven (7) days after signing this Agreement to revoke the ADEA Release, and the ADEA Release shall not become effective or enforceable until the revocation period has expired. In the event Plaintiff exercises the right to revocation, as discussed above, she must notify Defendants of such revocation in writing via facsimile and certified mail, return receipt requested. Said notification will be considered timely if post-marked no later than the seventh day after the Plaintiff has signed this Agreement. The individual Plaintiff’s ADEA Release will be null and void if revoked by her during said revocation period. The individual Plaintiff’s revocation of the ADEA Release must be addressed to the attention of Defendants’ Counsel at the address stated herein. In the event the individual Plaintiff exercises revocation of the ADEA Release, said revocation shall have no effect on her personal release of any and all claims unrelated to the ADEA. If Plaintiff exercises her right to revoke under this provision, she gives up the right to any Class Representative Enhancement Payment under this Agreement. However, Plaintiff is still entitled to participate in the Settlement as a Class Member.

66. Neutral Employment Reference: Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff requests a reference regarding Defendants’ employment of Plaintiff, Defendants shall only provide Plaintiff’s dates of employment, job titles during employment, and final rate of pay. Defendants shall not refer to the Action or this Settlement.

67. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as

1 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and
2 any documents generated to bring it into effect, will be null and void, all amounts deposited into
3 the QSF will be returned to Defendants, and the Parties shall be returned to their original
4 respective positions. Any order or judgment entered by the Court in furtherance of this
5 Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail
6 to approve this settlement for any reason, the Parties agree that they will meet and confer in
7 good faith in an effort to reach a settlement that may be approved by the Court.

8 68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
9 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
10 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
11 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
12 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
13 the Notice to be sent to all Class Members as specified herein. In conjunction with the
14 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms
15 of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree
16 that they will not oppose a Motion for Preliminary Approval based upon the terms of this
17 agreement. Any failure by the Court to fully and completely approve the Agreement as to the
18 Action will result in this Settlement Agreement and the Memorandum of Understanding entered
19 into by the Parties, and all obligations under this Settlement Agreement and the Memorandum
20 of Understanding being nullified and voided. Prior to Plaintiff applying to the Court for
21 Preliminary Approval of the Settlement Agreement, Class Counsel shall submit the Agreement
22 to the LWDA in conformity with California Labor Code § 2699(1)(2).

23 69. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
24 the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement,
25 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
26 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
27 properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c)
28 the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs.

1 Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval.
2 Any failure by the Court to fully and completely approve the Settlement Agreement as to all of
3 the Action, or the entry of any Order by another Court with regard to any of the Action which
4 has the effect of modifying material terms of this Agreement or preventing the full and complete
5 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this
6 Agreement and all obligations under this Agreement being null and void. Defendants agree they
7 shall not oppose the granting of the Motion for Final Approval based upon the terms of this
8 agreement, provided Defendants have not exercised their right to rescind pursuant to the terms
9 of this Agreement.

10 70. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
11 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
12 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
13 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
14 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
15 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.
16 Upon entry of the Judgment by the Court, Class Counsel shall submit the Judgment to the LWDA in
17 conformity with California Labor Code § 2699(1)(3).

18 71. Exhibits Incorporated by Reference. The terms of this Settlement include the
19 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
20 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

21 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
22 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
23 written or oral agreements may be deemed binding on the Parties. This Agreement supersedes
24 all prior agreements and understandings among the Parties with respect to the settlement of the
25 Action, including correspondence between Class Counsel and Defendants' Counsel and drafts
26 of prior agreements or proposals.

27 73. Amendment or Modification. This Settlement Agreement may be amended or
28 modified only by a written instrument signed by Plaintiff, Defendants, and counsel for all

Parties or their successors-in-interest.

74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If 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 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

77. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

5 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
6 class certification for purposes of this Settlement only; except, however, that either party may
7 appeal any court order that materially alters the Settlement Agreement's terms.

8 81. Class Action Certification for Settlement Purposes Only. The Parties agree to
9 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
10 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
11 that certification for purposes of the Settlement is not an admission that class action certification
12 is proper under the standards applied to contested certification motions and that this Agreement
13 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
14 should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than
15 according to the Settlement's terms.

16 82. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Agreement, Defendants do not admit, and specifically denies,
19 they have violated any federal, state, or local law; violated any regulations or guidelines
20 promulgated pursuant to any statute or any other applicable laws, regulations or legal
21 requirements; breached any contract; violated or breached any duty; engaged in any
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
23 employees. Neither this Agreement, nor any of its terms or provisions, nor any of the
24 negotiations connected with it, shall be construed as an admission or concession by Defendants
25 of any such violations or failures to comply with any applicable law. Except as necessary in a
26 proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
27 shall not be offered or received as evidence in any action or proceeding to establish any liability
28 or admission on the part of Defendants or to establish the existence of any condition constituting

1 a violation of, or a non-compliance with, federal, state, local or other applicable law.

2 83. Captions. The captions and section numbers in this Agreement are inserted for
3 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
4 the provisions of this Agreement.

5 84. Waiver. No waiver of any condition or covenant contained in this Settlement
6 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
7 considered to imply or constitute a further waiver by such party of the same or any other
8 condition, covenant, right or remedy.

9 85. Enforcement Action. In the event that one or more of the Parties institutes any
10 legal action or other proceeding against any other Party or Parties to enforce the provisions of
11 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
12 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
13 fees and costs, including expert witness fees incurred in connection with any enforcement
14 actions.

15 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the
16 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
17 more strictly against one Party than another merely by virtue of the fact that it may have been
18 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
19 negotiations between the Parties, all Parties have contributed to the preparation of this
20 Settlement Agreement.

21 87. Representation By Counsel. The Parties acknowledge that they have been
22 represented by counsel throughout all negotiations that preceded the execution of this
23 Agreement, and that this Agreement has been executed with the consent and advice of counsel
24 and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no
25 liens on the Agreement.

26 88. All Terms Subject to Final Court Approval. All amounts and procedures
27 described in this Settlement Agreement herein will be subject to final Court approval.

28 89. Cooperation and Execution of Necessary Documents. The Parties agree fully to

1 cooperate with each other to accomplish the terms of this Agreement, including but not limited
2 to the execution of such documents, and the taking of such other action, as may reasonably be
3 necessary to implement the terms of this Agreement and in seeking court approval of the
4 Settlement. The Parties to this Agreement shall use their best efforts, to effectuate and
5 implement this Agreement and its terms. In the event the Parties are unable to reach agreement
6 on the form or content of any document needed to implement the Settlement, or on any
7 supplemental provisions that may become necessary to effectuate the terms of the Settlement,
8 the Parties agree to seek the assistance of the Court. The Parties and their counsel agree not to
9 take any action to encourage any Class Members to opt out of and/or object to the Settlement.
10 The Parties will work in good faith to reach an agreement approved by the Court.

11 90. Confidentiality. Plaintiff and Class Counsel agree not to publicize the Settlement,
12 including the fact of the Settlement, its terms or contents, and the negotiations underlying the
13 Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not
14 to issue press releases, communicate with, or respond to any media or publication entities,
15 concerning the Settlement, its terms or contents and the negotiations underlying the Settlement,
16 or identify of Defendants or their principal owners as associated with the underlying lawsuit,
17 except as shall be contractually required to effectuate the terms of the Settlement. Nothing in
18 this provision shall prohibit Plaintiff or Class Counsel from communicating with the Class
19 Members or prohibit the filing public documents with the Court for the purpose of obtaining
20 preliminary and final approval of the agreement. For the limited purpose of allowing Class
21 Counsel to prove adequacy as class counsel in other actions for purposes of seeking approval of
22 an unrelated settlement, Class Counsel may refer to any information in the public record for
23 such purpose.

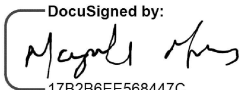
24 91. Destruction of Informal Discovery. The Parties agree that in the event the Court
25 does not approve the Settlement for any reason, or if the Settlement cannot be consummated for
26 any reason, Class Counsel expressly agrees to either: (1) return all informally produced
27 discovery by Defendant to Defendant or Defendants' Counsel; or (2) immediately destroy all
28 informal discovery, within 15 calendar days of a written request by Defendants' Counsel. Such

informal discovery shall include, but is not limited to: (1) Class Members' time and payroll records; (2) written policies and procedures; and (3) information disclosed pursuant to the mediation and/or settlement privilege. If Class Counsel fails to either destroy or return such information within a reasonable time, the Parties expressly agree that Defendants' Counsel may apply to the Court to seek enforcement of this specific provision. If the Court approves the settlement, Plaintiff and Class Counsel agree to maintain the information provided by Defendant only for as long as it is necessary to consummate and finalize the approval process of the Settlement by the Court, until the complete distribution of the Gross Settlement Amount. After such time and within 15 days of a written request from Defendants' Counsel, the Parties agree that Class Counsel will return the information to Defendant or Defendants' Counsel, or destroy the information provided herein.

92. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: 7/16/2021 _____

PLAINTIFF

By: 
DocuSigned by:
17B2B6EE568447C...
 Magaly Gonzalez

Dated: 7/16/2021 _____

PROTECTION LAW GROUP, LLP

By: 
 Heather Davis, Esq.
 Amir Nayebdadash, Esq.
 Attorneys for Plaintiff

1
2 Dated: July 16, 2021

DEFENDANT

3 **ALL DAY SERVICE, INC**

4 By: 

5 Name: Kate Park

6 Title: Director of Marketing

7
8
9 Dated: _____

DEFENDANTS

10 **BEVERLY HILLS HOTEL CORPORATION**
11 **AND SAJAHTERA, INC.**

12 By: _____

13 Name: _____

14 Title: _____

15
16 Dated: July 16, 2021

LANDEGGER RIVAS VERANO & DAVIS

17 **ALC**

18 By: 

19 Kristina Kourasis, Esq.

20 Attorneys for Defendant All Day Service

21
22
23 Dated: _____

STOKES WAGNER

24 By: _____

25 Peter Maretz, Esq.

26 Attorneys for Defendants Beverly Hills
27 Hotel Corporation and Sajahtera, Inc.
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Dated: _____

DEFENDANT

ALL DAY SERVICE, INC.

By: _____

Name: _____

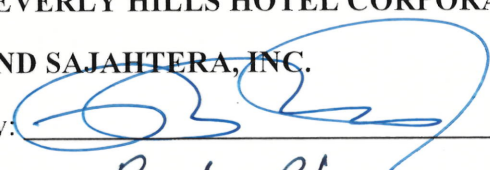
Title: _____

Dated: _____

DEFENDANTS

BEVERLY HILLS HOTEL CORPORATION

AND SAJAHTERA, INC.

By:  _____

Name: Rudy Blanco

Title: Area Director of finance

Dated: _____

LANDEGGER RIVAS VERANO & DAVIS

ALC

By: _____

Kristina Kourasis, Esq.

Attorneys for Defendant All Day Service

Dated: July 20, 2021

STOKES WAGNER

By: Peter B. Maretz

Peter Maretz, Esq.

Attorneys for Defendants Beverly Hills
Hotel Corporation and Sajahtera, Inc.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Gonzalez v. All Day Service, Inc. et al

Los Angeles County Superior Court, Case No. 20STCV17217

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid, non-exempt employees of All Day Service, Inc. who were employed by All Day Service, Inc., in the State of California and assigned to work at the Beverly Hills Hotel at any time between April 16, 2018, and [June 12, 2021, OR WORKWEEK CAP DATE].
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Magaly Gonzalez (“Plaintiff”) on May 4, 2020, against All Day Service, Inc., the Beverly Hills Hotel Corporation, and Sajahtera, Inc (jointly “Defendants”). The lawsuit is currently pending in the Los Angeles Superior Court. A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Magaly Gonzalez v. All Service, Inc., et al., Case No. 20STCV17217 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

Ms. Gonzalez and is a former employee of All Day Service, Inc. and during her employment was assigned to work at the Beverly Hills Hotel. Plaintiff alleges that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including overtime, did not provide accurate wage statements, did not timely pay all wages owed during and at the end of employment, did not maintain accurate payroll records, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. Plaintiff also alleges that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, restitution and penalties, including penalties pursuant to the California Private Attorneys General Act (“PAGA”).

Defendants deny all liability, contend that Plaintiff’s claims do not have merit and do not meet the requirements of class certification, and are confident that they have strong legal and factual defenses to the claims in the Action. Defendants maintain their conduct is, and has been, lawful at all times relevant. Defendants enter into this Settlement with no admission of liability and solely for purposes of settling the Action to avoid the cost and operational burden of continued litigation.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. The Parties agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

2. Why is this a class action?

In a class action, one or more employees called the “Class Representative” sues on behalf of other employees who appear to have similar claims. All these employees are referred to here as Class Members. In a class action one court

resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Magaly Gonzalez as the Class Representative, and appointed her attorneys at Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is in the best interests of all Class Members.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were both (1) employed by All Day Service, Inc. as an hourly-paid, non-exempt employee in the state of California; and (2) assigned by All Day Service, Inc. to work at the Beverly Hills Hotel at any time between April 16, 2018 and [June 12, 2021 OR WORKWEEK CAP DATE].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Two Hundred and Fifty Thousand Dollars (\$250,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Eighty-Seven Thousand Five Hundred Dollars (\$87,500);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifteen Thousand Dollars (\$15,000);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Dollars (\$11,000) and
- E. **PAGA Payment** in the amount of Twenty-Five Thousand Dollars (\$25,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$18,750) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$6,250) will be distributed to hourly-paid, non-exempt employees who worked for Defendants from April 23, 2019 to [June 12, 2021, OR WORKWEEK CAP DATE], for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee for All Day Service, Inc. and were assigned to work for the Beverly Hills Hotel between April 16,

2018 and [June 12, 2021, OR WORKWEEK CAP DATE] (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your estimated Individual Settlement Payment is \$XXX.XX. The amount of this payment is subject to change depending on the payments approved by the Court and other potential factors.

This Amount was determined based on Defendants’ record of your employment between April 16, 2018, and [June 12, 2021 OR WORKWEEK CAP DATE], and is presumed correct. If you dispute the accuracy of Defendants’ records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the complete funding of the Gross Settlement Amount by Defendants, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Class Claims” for the “Class Period.”

The “Released Parties” include Defendants All Day Service, Inc., Beverly Hills Hotel Corporation, and Sajahtera, Inc. and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” include all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys’ fees, damages, and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment (including a claim under the Industrial Welfare Commission Wage Orders, and common law including conversion); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; and (ix) failure to

maintain required payroll records, arising during the Class Period. In addition, any Participating Class Member who cashes his or her settlement check will be deemed to have opted into the action for purposes of the FLSA and, the Released Class Claims include any and all claims those Participating Class Members may have under the FLSA based on the factual allegations in the operative complaint.

The “Class Period” during which the release of Released Class Claims pertains is from April 16, 2018 to [June 12, 2021, OR WORKWEEK CAP DATE].

PAGA Members who were employed by All Day Service, Inc. in the state of California and were assigned to work at the Beverly Hills Hotel at any time during the period from April 23, 2019, to [June 12, 2021, OR WORKWEEK CAP DATE] shall also release the Released Parties from all Released PAGA Claims during the PAGA Period.

The “Released PAGA Claims” include all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described in the Release Class Claims or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from April 23, 2019 to [June 12, 2021, OR WORKWEEK CAP DATE].

PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all PAGA Released Claims irrespective of whether a Class Member submits a request for exclusion.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Gonzalez v. All Day Service, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. You will not receive your class portion of the settlement. You may still receive a portion of the PAGA Payment if you worked between April 23, 2019 and [June 12, 2021, OR WORKWEEK CAP DATE], because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Who are the attorneys representing the Parties?

The attorneys representing the Plaintiff and the Class in the Action are Class Counsel:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$87,500 and reimbursement of litigation cost/expenses of up to \$15,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2021] in Department [REDACTED], of the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through “LA Court Connect” for a small fee. <https://www.lacourt.org/lacc/>

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.