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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Coordination Proceeding Special Title:
[Cal. R. Ct. 3.550]

Case No.: 20STCV16498
JCCP No.: 5197

**LIVING SPACES WAGE AND HOUR
CASES**

Coordination Trial Judge:
Hon. Elaine Lu, Dept. 9

Coordinated Actions:

**STIPULATION FOR SETTLEMENT AND
RELEASE OF CLASS ACTION AND
PAGA CLAIMS**

Wood v. Living Spaces Furniture, LLC, et al.
Los Angeles County Superior Court
Case No. 20STCV16498
Related Case No. 21STCV02916

Cohen v. Living Spaces Furniture, LLC, et al.
Orange County Superior Court
Case No. 20-2020-01140662

Chirino v. Living Spaces Furniture, LLC, et al.
San Bernardino County Superior Court
Case No. CIVDS2012573

Aguilera v. Living Spaces Furniture, LLC, et al.
Yolo County Superior Court
Case No. CV2021-2244

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1 **STIPULATION FOR SETTLEMENT AND RELEASE**
2 **OF CLASS ACTION AND PAGA CLAIMS**

3 This Stipulation for Settlement and Release of Class Action and PAGA Claims (the
4 **“Settlement Agreement”** or **“Agreement”**) is made and entered into by and between and Plaintiffs
5 ROGER WOOD (**“Wood”**), ROBERT COHEN (**“Cohen”**), JUANITA AGUILERA (**“Aguilera”**),
6 and LAUREN CHIRINO (**“Chirino”**) (collectively, **“Plaintiffs”** or **“Class Representatives”**), on
7 behalf of themselves and as proposed representatives on behalf of the Class to be certified pursuant
8 to this Settlement Agreement (as described in Paragraph **5**, below) and each of the members of the
9 Class (each, individually, a **“Class Member”** and, collectively, **“Class Members”**), on the one
10 hand, and Defendant LIVING SPACES FURNITURE, LLC (**“Living Spaces”** or **“Defendant”**),
11 on the other hand, in *Living Spaces Wage and Hour Cases*, Superior Court of the State of California
12 for the County of Los Angeles, JCCP Case No. 5197 (the **“Action”**).

13 This Settlement Agreement is subject to the terms and conditions hereof and the approval of
14 the Court. For purposes of this Settlement Agreement, Plaintiffs and Defendant are each referred
15 to individually as a **“Party”** and collectively as the **“Parties,”** as appropriate.

16 **SETTLEMENT AMOUNT**

17 As described in detail hereafter, and pursuant to all of the terms and conditions set forth in
18 this Settlement Agreement, Defendant shall pay an aggregate amount of Nine Million Dollars and
19 Zero Cents (\$9,000,000.00) (the **“Gross Settlement Fund,”** **“GSF,”** or **“Settlement Fund”**), to
20 resolve all of the claims being released herein, as set forth in detail hereafter. This Settlement
21 Agreement is not subject to any reversion of funds to Defendant, such that the entire settlement
22 amount will be payable if the settlement becomes final as defined herein, and any amounts not
23 received via mail by any Class Members will be transmitted by the Settlement Administrator
24 pursuant to governing law to the California Unclaimed Property fund to be held there for the benefit
25 of such Class Members under California’s escheatment laws.

26 **BACKGROUND AND RECITALS**

27 1. On February 3, 2022, Judge David S. Cunningham of the Los Angeles County
28 Superior Court, sitting as the Coordination Motion Judge appointed by the California Judicial

1 Council, granted Defendant’s Petition for Complex Case Coordination (the “**Coordination**
2 **Order**”), coordinating the following three putative wage and hour class actions and representative
3 actions against Defendant pending in three different California Superior Courts into the above-
4 captioned Judicial Council Coordinated Proceeding (“**JCCP**”):

- 5 a. *Roger Wood v. Living Spaces Furniture, LLC, et al.*, Los Angeles County
6 Superior Court Case No. 20STCV16498, filed on April 28, 2020 (“**Wood**”);
- 7 b. *Robert Cohen v. Living Spaces Furniture, LLC, et al.*, Orange County
8 Superior Court Case No. 30-2020-01140662-CU-OE-CXC, filed on May 26,
9 2020 (“**Cohen**”); and
- 10 c. *Lauren Chirino v. Living Spaces Furniture, LLC, et al.*, San Bernardino
11 County Superior Court Case No. CIVDS2012573, filed on June 22, 2020
12 (“**Chirino**”).

13 2. In September 2022, the Parties stipulated to coordinate the action entitled *Juana*
14 *Aguilera v. Living Spaces Furniture, LLC, et al.*, Superior Court of California, County of Yolo, Case
15 No. CV2021-2244, filed on December 28, 2021 (“**Aguilera**”), with the foregoing actions in this
16 Action. Where applicable, the *Aguilera*, *Wood*, *Cohen*, and *Chirino* actions are collectively referred
17 to herein as the “**Coordinated Actions**.”

18 3. On February 1, 2023, pursuant to the Parties’ stipulation, the Court ordered Plaintiffs
19 to file a First Amended Coordinated Complaint in this Action. Accordingly, on February 22, 2023,
20 Plaintiffs filed their First Amended Coordinated Class Action Complaint (“**FACC**”), seeking
21 statutory damages and penalties for various purported violations of California’s wage and hour laws
22 on behalf of themselves and Defendant’s current and former employees falling within the following
23 putative subclasses:

- 24 a. Suitable Seating Class: All individuals who were or are employed by Defendant in
25 the State of California and were not provided with a seat/stool from April 27, 2019
26 through trial;
- 27 b. Non-Exempt Employee Class: All nonexempt employees who worked for Defendant
28 in the State of California from April 27, 2016 through trial; and

1 c. Call Center Subclass: All California citizens employed by Defendant as hourly-paid,
2 non-exempt Call Center employees from April 27, 2016 through trial.

3 The FACC also seeks civil penalties pursuant to the California Labor Code Private Attorneys
4 General Act (“**PAGA**”), Cal. Lab. Code § 2698, *et seq.*, predicated on various purported violations
5 of California’s wage and hour laws on behalf of Plaintiffs and other current and former employees
6 employed by Defendant in California during the applicable statutory period. FACC, ¶ 109. The
7 FACC is the operative complaint in this Action.

8 4. On September 19, 2024, the Parties participated in a private mediation with Mediator
9 Michelle Reinglass, Esq. The mediator issued a mediator’s proposal, which was ultimately accepted
10 by all parties. As a result of the mediation, the Parties have prepared and are entering into this
11 Settlement Agreement to resolve all of the claims being released herein. Prior to participating in
12 private mediation, the Parties engaged in extensive formal discovery, which included, *inter alia*,
13 written discovery propounded by and responded to by all Parties, Plaintiffs’ two-session deposition
14 of Defendant’s PMQ, Defendants’ production of over 3,000 pages of documents and data regarding
15 Plaintiffs and putative class members, and Plaintiffs’ respective productions of documents (which
16 totaled over 1,000 pages combined).

17 5. For purposes of this Settlement Agreement only, the “**Class**” or “**Settlement Class**”
18 consists of:

19 All of Defendant’s non-exempt current and former employees working or who
20 worked in the State of California from April 27, 2016 through March 31, 2025 (the
21 “**Class Period**”), but excluding (a) any workweeks during which they performed no
22 work at all and (b) anyone who has filed their own separate action as a named plaintiff
23 alleging the same or similar claims being released by the settlement and/or who has
24 previously released such claims.

25 6. No Admission of Liability by the Defendant. Defendant denies any liability or
26 wrongdoing of any kind associated with the Action and the claims being released herein. Defendant
27 contends, among other things, that it has complied at all times with all applicable California laws
28 and asserts that the Class Members were properly compensated and otherwise treated at all times in

1 compliance with California law, including without limitation as to wages, breaks, wage statements,
2 expense reimbursement, seating, sick leave, and timing of payment of wages at termination of
3 employment. Neither this Settlement Agreement nor any exhibit hereto, nor any other document
4 pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as
5 evidence of any admission by Defendant of any liability on any claims for damages or other relief.
6 Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

7 7. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation
8 and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated
9 between them and set forth in this Settlement Agreement is fair, reasonable, and adequate.

10 8. It is the desire of Plaintiffs, on behalf of themselves and on behalf of the Class
11 Members, as well as on behalf of the California Labor and Workforce Development Agency and its
12 constituent departments, divisions, and agencies (collectively, the “LWDA”) with respect to those
13 claims asserted under PAGA, to fully, finally, and forever settle, compromise, and discharge the
14 claims set forth in Paragraphs 38 and 39 of this Settlement Agreement, as applicable.

15 **TERMS OF THE SETTLEMENT**

16 9. Stipulation for Conditional Class Certification: The Parties stipulate and agree that
17 Plaintiffs’ Motion for Class Certification (the “MCC”) filed in the Action on April 12, 2024, is
18 hereby withdrawn without prejudice to Plaintiffs’ renewing their MCC should, for whatever reason,
19 the settlement set forth in this Settlement Agreement not become final. The Parties further stipulate
20 and agree to the conditional certification of the Settlement Class (as defined above) in the Action
21 for purposes of this Settlement Agreement only. Should, for whatever reason, the settlement set
22 forth in this Settlement Agreement not become final, the Parties’ stipulation to such class
23 certification as part of this settlement shall become null and void *ab initio* and shall have no bearing
24 on, and shall not be admissible in connection with, the issue of whether or not certification would
25 be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that,
26 to the extent Plaintiffs, or any of them, may otherwise be permitted to seek class certification, it
27 intends to oppose class certification vigorously should this settlement not become final and putative
28 class action claims are allowed to be pursued in the Action or any other action or proceeding.

1 10. Establishment of the Settlement Fund: This settlement is being made on a non-
2 reversionary basis, such that Defendant will pay the entirety of the agreed upon total settlement in
3 the amount of the Gross Settlement Fund, not including Defendant's obligation to separately pay
4 the employer's portion of payroll taxes on the Wages Portion (as defined below) of the Individual
5 Settlement Shares as provided in this Agreement.

6 11. The payment by Defendant of the Gross Settlement Fund, pursuant to this Settlement
7 Agreement, shall settle and forever resolve all of the Released Class Claims and Released PAGA
8 Claims (as defined below), and will include all payments to Participating Class Members (as defined
9 below), Aggrieved Employees (as defined below), and government taxing authorities (to the extent
10 applicable), plus (a) the costs of administration of the settlement, (b) all claimed and/or awarded
11 attorneys' fees and costs, (c) the claimed and/or awarded enhancement awards to the Class
12 Representatives, and (d) all payments to be made to the LWDA pursuant to PAGA. The settlement
13 payments are not being made for any other purpose and will not be construed as "compensation"
14 for purposes of determining eligibility for any health and welfare benefits, unemployment
15 compensation, or other compensation or benefits provided by Defendant. In addition, no individual
16 receiving a payment based on this Settlement shall be entitled to any additional or increased health,
17 welfare, retirement, or other benefits as a result of their participation in the Settlement and/or receipt
18 of payment under this Settlement.

19 12. Calculation of Net Settlement Fund: The total sum from which Participating Class
20 Members will be paid (the "**Net Settlement Fund**" or "**NSF**") shall be the Gross Settlement Fund
21 less the following: Settlement Administration Costs, PAGA Amount, Attorneys' Fees and Costs,
22 Enhancement Awards, and General Release Payments (all of which are defined herein). The
23 remaining sum after all these deductions shall represent the NSF, which will be used to calculate
24 the settlement share that each Participating Class Member will receive if this settlement becomes
25 Final as defined in Paragraph **13**, below.

26 13. Effective Date: This Settlement Agreement shall become effective when the
27 settlement is considered to be Final. For purposes of this Settlement Agreement, "**Final Approval**"
28 means the Court's determination that the Settlement is fair, reasonable, and adequate, and granting

1 of final approval of the Settlement and entry of judgment based thereon, and “**Final Approval**
2 **Order**” means the Court’s order determining the Settlement to be fair, reasonable, and adequate,
3 and granting final approval of the Settlement and entry of judgment based thereon in this Action
4 and in each of the Coordinated Actions. For purposes of this Settlement Agreement, “**Effective**
5 **Date**” and “**Final**” mean: (i) in the event that the Settlement has received Final Approval by the
6 Court, and regardless of whether any timely objections thereto have been filed or withdrawn, then
7 the Settlement Agreement shall be final 35 days after the Parties receive notice of entry of the
8 Court’s Final Approval Order, so long as no appeals thereof have been timely filed; or (ii) in the
9 event that a timely appeal of the Court’s Final Approval Order has been filed, then the Settlement
10 Agreement shall be final 35 days after the applicable appellate court has rendered a final decision
11 or opinion affirming the Court’s Final Approval Order without material modification and the
12 applicable date for seeking further appellate review has passed without further appellate review
13 being sought. If the Court fails to approve the Settlement, and the appropriate appellate court fails
14 to approve the Settlement, then: (1) this Settlement Agreement shall have no force and effect and
15 the Parties shall be restored to their respective positions prior to entering into it, and no Party shall
16 be bound by any of the terms of the Settlement Agreement; (2) Defendant shall have no obligation
17 to make any payments to the LWDA, Class Members, Plaintiffs, or Plaintiffs’ Counsel; and (3) any
18 preliminary approval order and/or Final Approval Order shall be vacated.

19 14. Mediation and Settlement Communications: The Settlement Agreement and all
20 negotiations, statements, proceedings, and data relating thereto shall be deemed confidential
21 mediation settlement communications and not subject to disclosure for any purpose in any
22 proceeding, except only as required to obtain approval of and implement this Settlement and/or to
23 enforce this Settlement after final approval thereof is granted by the Court.

24 15. PAGA Settlement: The amount of One Hundred Fifty Thousand Dollars
25 (\$150,000.00) out of the GSF shall be allocated to penalties under PAGA (“**PAGA Amount**”),
26 subject to the Court’s final approval, of which 75% of that amount will be paid to the LWDA out of
27 the GSF (“**LWDA Payment**”), and the remaining 25% will be distributed to the “Aggrieved
28 Employees” (“**Aggrieved Employee Payment**”), subject to the further terms of this Agreement,

below. For purposes of this Settlement, “**Aggrieved Employee(s)**” shall mean all of Defendant’s non-exempt current and former employees working or who worked in the State of California from April 27, 2019 through March 31, 2025, but excluding any pay periods during which they performed no work at all. The “**PAGA Period**” shall be April 27, 2019 through March 31, 2025.

16. Attorneys’ Fees and Costs: “**Class Counsel**” or “**Plaintiffs’ Counsel**” means: Raul Perez, Robert Drexler, and Jonathan Lee of Capstone Law APC; Kevin T. Barnes of Law Offices of Kevin T. Barnes; Emil Davtyan and Gregg Lander of D.Law, Inc.; Raphael A. Katri of Law Offices of Raphael A. Katri; Julian Burns King, Elliot J. Siegel, and John L Schwab of King & Siegel LLP; and Dennis F. Moss, Jeremy F. Bollinger, and Ari E. Moss of Moss Bollinger LLP. Subject to approval of the Court, Plaintiffs’ Counsel shall be appointed as counsel for the Class and may apply for an award of attorneys’ fees and costs and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of the Settlement (including all related appellate work), carrying out their duties to see that the Settlement is fairly administered and implemented, and obtaining entry of the final judgment approving this Settlement, in an amount of up to one-third (33 1/3%) of the GSF for attorneys’ fees, plus reimbursement of reasonable costs and expenses in an amount of up to \$100,000 (together, “**Attorneys’ Fees and Costs**”). Amounts awarded by the Court for Attorneys’ Fees and Costs shall be paid from the GSF.

17. Enhancement Awards: Subject to approval by the Court, Plaintiffs shall be appointed as representatives of the Class, and they may each seek an award in the amount of up to \$5,000.00, subject to final approval by the Court, in consideration for serving as representatives of the Class (“**Enhancement Awards**”). The Enhancement Awards are in addition to the Individual Settlement Shares to which Plaintiffs are otherwise entitled as Settlement Class Members and the General Release Payments for which Plaintiffs are eligible under this Settlement Agreement.

18. In the event lesser sums are awarded for Attorneys’ Fees and Costs than those referenced in Paragraph **16**, above, or for the Enhancement Awards referenced in Paragraph **17**, above, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement, but such an order shall be appealable by them. In the

1 event that such an appeal is filed, final funding and administration of the portion of attorneys' fees
2 and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate
3 review. If, after the exhaustion of such appellate review, any additional amounts remain that are
4 distributable to the Participating Class Members, the cost of administration of such additional
5 payments will be paid out of such additional amounts and will not be chargeable to or payable by
6 Defendant. Any amount not awarded for Attorneys' Fees and Costs or the Enhancement Awards,
7 but which is not challenged via appeal by Plaintiffs and/or Class Counsel, shall be added to the NSF
8 and distributed to the Participating Class Members in accordance with the terms of this Settlement
9 Agreement.

10 19. Costs of Administration: Subject to Court approval, the Parties designate CPT
11 Group, Inc. to administer the Settlement ("**Settlement Administrator**"), with a preliminary budget
12 to administer the settlement for fees and costs presently estimated as not to exceed \$55,000
13 ("**Settlement Administration Costs**"). The Settlement Administrator's duties of administration
14 shall include, without limitation, receiving the Class List to be produced by Defendant and updating
15 it prior to the Notice being mailed, printing and mailing the Notice, performing necessary additional
16 skip traces on Notices and/or checks returned as undeliverable, calculating Class Members'
17 estimated and final shares of the NSF, preparing and mailing of settlement checks, establishing a
18 settlement website as described hereafter, responding to Class Member inquiries as appropriate,
19 preparing any appropriate tax forms in connection with the settlement payments and remitting those
20 forms and any required payments to the appropriate governmental agencies, and generally
21 performing all normal and customary duties associated with the administration of such settlements.
22 All fees and costs for the Settlement Administrator's services will be paid out of the GSF.

23 20. No Claim Form Required: Only Participating Class Members shall share in the NSF
24 referred to in Paragraph **12**, as set forth in more detail in Paragraph **22** hereafter. Participating Class
25 Members shall not be required to complete a claim form. Class Members will be mailed a Notice
26 of Class Action Settlement ("**Notice**"), in substantially the form attached hereto as **Exhibit A**,
27 subject to approval by the Court, informing them of the terms of the Settlement and providing them
28 with an estimate of their share of the NSF. Class Members who do not timely and properly elect to

1 opt out of the Settlement (“**Participating Class Member(s)**”) will be mailed a check representing
2 their payment under the Settlement, in accordance with the terms of this Settlement Agreement.
3 Aggrieved Employees will not have the right to opt out of the PAGA Settlement.

4 21. Class Size and Workweeks: The size and membership of the class as of August 18,
5 2024, is estimated to compromise 11,572 employees who worked a total of approximately 673,140
6 workweeks. If, as of the date of preliminary approval, the number of workweeks for Participating
7 Class Members during the Class Period exceeds 673,140 by more than fifteen percent (15%) (or
8 greater than 774,111) (the “Buffer”), then the GSF will be proportionally increased by the number of
9 workweeks above 774,111.

10 22. Calculation of Participating Class Members’ Shares of the Net Settlement Fund:
11 Defendant shall calculate and provide to the Settlement Administrator, from Defendant’s records as
12 reflected on the Class List (as defined below), the number of workweeks during which each Class
13 Member was employed by Defendants in the State of California during the Class Period but
14 excluding any workweeks during which the Class Member performed no work at all
15 (“**Workweeks**”). Each Class Member’s share of the NSF (“**Individual Settlement Share(s)**”) will
16 be calculated initially for purposes of mailing the Notice by multiplying the NSF by a fraction, the
17 numerator of which is the Class Member’s total number of Workweeks, and the denominator of
18 which is the total number of Workweeks of all Class Members. Each Participating Class Member’s
19 final Individual Settlement Share for purposes of payment will be calculated by multiplying the NSF
20 by a fraction, the numerator of which is the Participating Class Member’s total number of
21 Workweeks, and the denominator of which is the total number of Workweeks of all Participating
22 Class Members. The dollar amount of any Individual Settlement Shares of Class Members who
23 timely and properly opt-out of participating in the settlement will be added to the NSF and
24 distributed to the Participating Class Members in accordance with the terms of this Settlement
25 Agreement.

26 23. Calculation of Aggrieved Employees’ Shares of the Aggrieved Employee Payment:
27 Defendant shall calculate and provide to the Settlement Administrator, from Defendant’s records as
28 reflected on the Class List (as defined below), the number of Pay Periods during which each

1 Aggrieved Employee was employed by Defendant in the State of California during the PAGA
2 Period but excluding any pay periods during which the Aggrieved Employee performed no work at
3 all (“**PAGA Pay Periods**”). Aggrieved Employees will receive their pro rata share of the Aggrieved
4 Employee Payment of the PAGA Amount based on the number of PAGA Pay Periods during the
5 PAGA Period, regardless of whether they submit a timely and valid Request for Exclusion from the
6 Settlement Agreement. All Aggrieved Employees will be credited with having worked at least one
7 creditable Pay Period during the PAGA Period.

8 24. Right to Opt Out, Object, and/or Dispute Workweeks: The Notice will be mailed to
9 all Class Members and will advise each Class Member of their right to opt out of the Settlement
10 Agreement, object to all or any part of the Settlement Agreement, and/or dispute the number of
11 Workweeks credited to them. Any Class Member who wishes to opt out of the Settlement
12 Agreement as to the proposed class action settlement, object to the Settlement Agreement as to the
13 proposed class action settlement, and/or dispute the number of Workweeks credited to them for
14 purposes of the proposed class action settlement, must do so in writing to the Settlement
15 Administrator postmarked no later than forty-five (45) calendar days from the date of mailing of the
16 Notice to the Class Members (“**Response Deadline**”). However, there is no right to opt out of or
17 object to the PAGA settlement under this Settlement Agreement, and any Aggrieved Employee who
18 opts out of the Settlement Agreement for purposes of the proposed class action settlement will still
19 be bound by the release of PAGA claims set forth in Paragraph **39**, below.

20 25. Opting Out of the Proposed Class Action Settlement: A request to opt out of and be
21 excluded from the proposed class action settlement under this Settlement Agreement (“**Request for**
22 **Exclusion**”) must include: (i) the full name, current mailing address, signature, and last four digits
23 of the Social Security number of the Class Member seeking exclusion; (ii) the case name and number
24 of the Action; and (iii) a statement that the Class Member seeks to be excluded from the Settlement
25 Agreement which is the same or substantially similar to the following language: “I elect to opt-out
26 of the *Living Spaces Wage and Hour Cases* class action settlement. I understand that by doing so,
27 I will not participate in the settlement, and will not receive any money from it.” In the event that
28 any of the Plaintiffs or two percent (2%) or more of all of the Class Members submit a timely and

1 valid Request for Exclusion, Defendant will have the option to rescind and terminate the Settlement
2 resulting in both Parties returning to their pre-settlement positions in the Action. The Settlement
3 Administrator shall notify lead counsel for all Parties via email immediately of any Request for
4 Exclusion that is submitted by Class Members, and Defendant shall have fifteen (15) calendar days
5 from the Response Deadline to exercise its option to rescind and terminate the Settlement as
6 referenced in this Paragraph. If Defendant exercises that option, then Defendant shall pay all
7 Settlement Administration Costs incurred by the Settlement Administrator up to the date of its notice
8 to rescind.

9 26. Objecting to the Proposed Class Action Settlement: An objection to the proposed
10 class action settlement under this Settlement Agreement (“**Objection**”), must include: (i) the full
11 name, current mailing address, signature, and last four digits of the Social Security number of the
12 objecting Class Member; (ii) the case name and number of the Action; (iii) a statement indicating
13 the legal and factual grounds for the objection; (iv) a statement indicating whether the objecting
14 Class Member is represented by counsel and identifying any such counsel; and (v) a statement
15 indicating whether the objecting Class Member intends to appear for and wishes to be heard at the
16 Final Approval Hearing.

17 27. Disputing Workweeks: A Class Member’s dispute of the number of Workweeks
18 credited to them and used to calculate the Class Member’s Individual Settlement Share for purposes
19 of the proposed class action settlement under this Settlement Agreement (“**Workweeks Dispute**”)
20 must include: (i) the full name, current mailing address, telephone number, signature, and last four
21 digits of the Social Security number of the disputing Class Member; (ii) the case name and number
22 of the Action; (iii) a statement indicating that the Class Member seeks to dispute the number of
23 Workweeks credited to them and the number of Workweeks that the Class Member contends should
24 be credited to them; and (iv) documentation and/or other facts supporting the Class Member’s
25 position. In response to any timely Workweeks Dispute, Defendant will first verify the information
26 contained in the disputing Class Member’s personnel file and Defendant’s payroll records. Unless
27 the Class Member can establish that the number of Workweeks credited to them is incorrect, by
28 providing documentation in support thereof or other details to substantiate their position, the total

1 number of Workweeks established by Defendant's records will control. Class Counsel and
2 Defendant's Counsel will then make a good faith effort to resolve the dispute informally before the
3 Final Approval Hearing. If counsel for the Parties cannot agree, the dispute shall be resolved by the
4 Settlement Administrator before the Final Approval Hearing, who shall examine the records
5 provided by the Defendant and the Class Member and shall be the final arbiter of disputes relating
6 to a Class Member's Workweeks for purposes of administering notice of the Settlement, subject to
7 final review, determination, and approval by the Court.

8 28. Funding of Settlement: Within fifteen (15) business days following the occurrence
9 of the Effective Date of the Settlement as defined above, Defendant shall transfer the \$9,000,000.00
10 GSF to a Qualified Settlement Fund account ("**Settlement Account**") established by the Settlement
11 Administrator. The Settlement Administrator will also inform Defendant of the amount to be sent
12 to the Settlement Account to cover the employer's portion of payroll taxes associated with the
13 portion of the Individual Settlement Shares allocated to wages. Thereafter, the Settlement
14 Administrator shall distribute the funds as soon as is practical in accordance with the terms of this
15 Settlement Agreement and as ordered by the Court. No funds will be payable by Defendant prior
16 to that time.

17 29. Payment Procedures: Within ten (10) business days after Defendant deposits the
18 GSF into the Settlement Account created by the Settlement Administrator, the Settlement
19 Administrator shall distribute payment of the approved Individual Settlement Shares to Participating
20 Class Members (as provided in Paragraph 22, above), Aggrieved Employee PAGA Payments to
21 Aggrieved Employees (as provided in Paragraph 23, above), Attorneys' Fees and Costs to Class
22 Counsel, Enhancement Awards to the Class Representative, General Release Payments to Plaintiffs,
23 LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement
24 Administrator, in accordance with this Settlement Agreement and as ordered by the Court.

25 30. Tax Treatment of Settlement Payments: Each Participating Class Member's
26 Individual Settlement Share will be allocated as follows: (a) 50% for wages, inclusive of all types
27 of applicable employee-paid payroll withholdings and taxes (the "**Wages Portion**"), and (b) 20%
28 for statutory and other non-wage damages and penalties, and 30% for interest (collectively, and

1 exclusive of the Wages Portion, the “**Non-Wages Portion**”). Each Aggrieved Employee Payment
2 will be allocated 100% as civil penalties.

3 31. Each recipient of any monies paid in accordance with this Settlement Agreement is
4 responsible for any taxes associated with the monies received by each recipient.

5 32. If required by state or federal tax requirements, the Settlement Administrator will
6 prepare IRS Form W2s and/or IRS Form 1099s for Settlement Class Members for the Wages Portion
7 and Non-Wages Portion of their Individual Settlement Share and/or Aggrieved Employees for their
8 Aggrieved Employee Payment, as applicable. The Settlement Administrator will be responsible for
9 preparing these forms timely and correctly. Settlement Class Members and Aggrieved Employees
10 will be responsible for correctly characterizing the compensation that they receive pursuant to the
11 IRS Form 1099 and for payment of any taxes owing on said amount.

12 33. The Parties acknowledge and agree that neither they nor their attorneys have made
13 any representations regarding the tax consequences of any and all payments made under this
14 Settlement Agreement. Settlement Class Members and Aggrieved Employees will be required to
15 pay all federal, state, or local taxes, if any, which are required by law to be paid with respect to any
16 and all payments made to them under the Settlement. The Parties further agree that Defendant shall
17 have no legal obligation to pay, on behalf of Settlement Class Members or Aggrieved Employees,
18 any taxes, deficiencies, levies, assessments, fines, penalties, interest or costs, which may be required
19 to be paid with respect to the settlement payments.

20 34. Tax Treatment of Enhancement Awards and Class Counsel’s Award of Attorneys’
21 Fees and Costs: The Class Representatives and Class Counsel will each receive an IRS Form 1099
22 for the Class Representatives’ Enhancement Awards and General Release Payments and Class
23 Counsel’s award of Attorneys’ Fees and Costs, which will be prepared by the Settlement
24 Administrator. The Class Representatives and Class Counsel will be solely responsible for correctly
25 characterizing this compensation for tax purposes and for payment of any taxes owing on said
26 amounts. Prior to receiving the payments specified herein, the Class Representatives and Class
27 Counsel each shall deliver to the Settlement Administrator any necessary tax forms requested by the
28 Settlement Administrator.

35. Undistributed Funds: Individual Settlement Share checks will remain valid and negotiable for one hundred and eighty (180) days after the date of issuance. If an Individual Settlement Share check is returned before the expiration of the 180-day period (“Returned Check”), then, within five (5) days of receipt of the Returned Check, the Settlement Administrator shall undertake a skip-trace search for an alternate mailing address and re-mail the Returned Check to an alternate mailing address (if one is located), under a cover letter indicating that the Returned Check will continue to be valid and negotiable for thirty (30) days after the date of re-mailing. In the event that any checks mailed to Settlement Class Members are not cashed, deposited, or otherwise negotiated within the 180-day period, no forwarding address can be located for a Returned Check, or a Returned Check is re-mailed but not cashed, deposited, or otherwise negotiated within the 30-day period from the re-mailing of the Returned Check, then the checks shall be cancelled by the Settlement Administrator, and the funds associated with such cancelled checks shall be transmitted by the Settlement Administrator pursuant to governing law to the California State Controller Unclaimed Property fund to be held there for the benefit of such Class Members under California’s escheatment laws, and such Class Members shall nevertheless be bound to the Settlement and the Final Approval Order. The Parties agree this disposition results in no “unpaid residue” under Cal. Civ. Proc. Code § 384(b), as the entire NSF shall be paid to Participating Class Members, whether or not their Individual Settlement Share checks are cashed.

NOTICE TO THE CLASS

36. Compilation of Class List: The Parties agree that within thirty (30) calendar days after preliminary approval of this Settlement Agreement by the Court, Defendant will provide a final “**Class List**” to the Settlement Administrator, which list shall include the following most up to date information about each Class Member in an electronic format: (a) full name; (b) last known mailing address and phone number as reflected in Defendant’s personnel records; (c) Social Security Number; (d) hire date of record with Defendant and termination date of record if applicable; (e) the number of creditable Workweeks for each Class Member during the Class Period; and (f) number of creditable PAGA Pay Periods for each Aggrieved Employee during the PAGA Period. The Class List provided to, updated, and maintained by the Settlement Administrator shall be used only by the

1 Settlement Administrator and only for purposes of administering the settlement as provided for in
2 this Agreement, and the Settlement Administrator shall not disclose the contents thereof except as
3 expressly permitted under this Agreement. The restrictions on the use and disclosure of the Class
4 List and the Class Data List (as defined below) shall be deemed, upon entry of the Court's Order
5 granting preliminary approval of this Settlement, to be a protective order entered by the Court
6 subject to full enforcement by the Parties to this Agreement and the Court, and by taking on the
7 administration of the Settlement, the Settlement Administrator agrees that it and its employees,
8 agents and representatives are bound by such protective order. The Settlement Administrator will
9 update addresses contained in the Class List prior to the mailing of the Notice to the Class, by using
10 the U.S. Postal Service's National Change of Address Database. Once the final Class List has been
11 received from Defendant, and updated as stated herein, the list shall then be referred to as the "**Class**
12 **Data List.**" In response to any contention by an individual that they are a Class Member who was
13 omitted from the Class Data List, made on or before the Response Deadline, Defendant will first
14 verify the information contained in the personnel file of the individual at issue and Defendant's
15 payroll records. Unless the individual at issue can establish that they should have been included in
16 the Class Data List, by way of supporting documentation, Defendant's records will control. Class
17 Counsel and Defendant's Counsel will then make a good faith effort to determine whether or not
18 the individual at issue is a Class Member. If counsel for the Parties cannot agree, then the Settlement
19 Administrator shall determine whether the individual at issue is a Class Member, who shall examine
20 the records provided by the Defendant and the individual at issue, and shall be the final arbiter of
21 whether or not the individual at issue is a Class Member, subject to final review, determination, and
22 approval by the Court. Nothing herein limits the provisions or applicability of Paragraph **21**, above.

23 37. Dissemination of Notice of Class Action Settlement: Within ten (10) business days
24 of its receipt of the Class List, the Settlement Administrator will send the Notice to the Class
25 Members, by first-class mail, at their most current address of record or such other address as located
26 by the Settlement Administrator in conformity with Paragraphs **36-37**, in the form attached hereto
27 as **Exhibit A** or as otherwise approved by the Court.

RELEASE BY PARTICIPATING CLASS MEMBERS
AND BY THE LWDA AND AGGRIEVED EMPLOYEES

38. Release by Participating Class Members:

a. The “**Released Parties**” shall include Defendant and its affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, members, owners, servants, agents, predecessors, representatives, executors, successors, and assigns, past, present, and future, and each and all of their respective shareholders, officers, partners, directors, members, owners, servants, employees, agents, contractors, attorneys, insurers predecessors, representatives, accountants, executors, successors, assigns, and pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents, and employees of all such plans, past, present, and future, and all persons acting under, by, through, or in concert with any of them (collectively, the “Released Parties”).

b. The “**Released Class Claims**” shall include any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, costs, expenses, attorneys’ fees, economic damages, restitution, civil penalties, statutory penalties, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, that have been or could have been alleged or asserted in the FACC, the Motion for Class Certification (“MCC”), and/or any other pleadings that have been filed in the Action based on the facts or matters alleged therein, including (a) all claims for rest and meal break violations, including all claims for allegedly unpaid or underpaid meal or rest break premiums, (b) all wage claims arising out of or related to any purported off-the-clock work, (c) all claims for unpaid or underpaid overtime wages, (d) all claims for wage statement violations, (e) all claims for expense reimbursements of any kind, (f) all waiting time penalties claims, (g) all paid sick leave claims, including all claims for allegedly unpaid or underpaid sick leave, (h) all suitable seating claims, (i) all wage payment timing claims, (j) all claims for failure to maintain accurate pay and time records, (k) all claims for violations of California’s Wage Theft Prevention Act, (l) any type of derivative claims under California’s Unfair Competition Law, and (m) any parallel claims for failure to pay wages in compliance with the Fair

1 Labor Standards Act (“FLSA”) based on any of the foregoing.

2 c. Upon the Settlement Administrator’s receipt of the GSF from Defendant,
3 Plaintiffs and the Participating Class Members shall be deemed to have released the Released
4 Parties of and from all Released Class Claims that arose, accrued and/or have been asserted during
5 the Class Period.

6 39. Release by the LWDA and the Aggrieved Employees: Upon the Settlement
7 Administrator’s receipt of the GSF from Defendant, Plaintiff, the LWDA, and the Aggrieved
8 Employees shall be deemed to have released the Released Parties of and from all claims for PAGA
9 civil penalties that have been or could have been alleged or asserted in the FACC, MCC, and/or any
10 of the pleadings that have been filed in the Action based on the facts or matters alleged therein,
11 including PAGA civil penalties for: (a) all claims for rest and meal break violations, including all
12 claims for allegedly unpaid or underpaid meal or rest break premiums, (b) all wage claims arising
13 out of or related to any purported off-the-clock work, (c) all claims for unpaid or underpaid overtime
14 wages, (d) all claims for wage statement violations, (e) all claims for expense reimbursements of
15 any kind, (f) all waiting time penalties claims, (g) all paid sick leave claims, including all claims for
16 allegedly unpaid or underpaid sick leave, (h) all suitable seating claims, (i) all wage payment timing
17 claims, (j) all claims for failure to maintain accurate pay and time records, and (k) all claims for
18 violations of the Wage Theft Prevention Act (the “Released PAGA Claims”).

19 **ADDITIONAL RELEASE BY CLASS REPRESENTATIVES**

20 40. In addition to the releases set forth in Paragraphs **38** and **39**, upon the Effective Date,
21 Plaintiffs, for themselves alone as individuals, each release the Released Parties of and from any
22 and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys’ fees, damages,
23 actions or causes of action of every kind or nature, contingent or accrued, which do or may exist as
24 of the date of the execution of this Settlement Agreement and through and including the date of
25 Final Approval of this Settlement Agreement, including without limitation any claimed violations
26 of the California Labor Code. In connection therewith, Plaintiffs waive the provisions of Cal. Civ.
27 Code § 1542, which states:

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
2 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
3 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
4 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
5 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
6 **DEBTOR OR RELEASED PARTY.**

7 41. Additionally, within 30 calendar days after Final Approval is granted, Plaintiffs will
8 take all steps necessary, if any, to ensure that the Final Approval Order is transmitted to each of the
9 Coordinated Actions and to otherwise effectuate entry of judgment in each of the Coordinated
10 Actions based thereon in accordance with California Rules of Court 3.545.

11 42. In consideration for the foregoing general release and dismissals, each Plaintiff shall
12 receive a payment in the sum of \$15,000 (the “**General Release Payments**”). The General Release
13 Payments are in addition to the Individual Settlement Shares to which Plaintiffs are otherwise
14 entitled as Settlement Class Members and the Enhancement Awards for which Plaintiffs are eligible
15 under this Settlement Agreement. A Plaintiff will not be entitled to any General Release Payment
16 if they fail to effectuate entry of judgment in each and all of the Coordinated Actions in accordance
17 with Paragraph 41, above. The General Release Payments will be paid from the GSF.

18 **INJUNCTION BARRING PURSUIT OF RELEASED CLAIMS**

19 43. As part of the Final Approval of the Settlement, Plaintiff, Participating Class
20 Members, the LWDA and Aggrieved Employees will be permanently enjoined and restrained by
21 the Court from and against initiating or pursuing any of the claims released as described in
22 Paragraphs **38**, **39** and **40**, either individually or as a participant in any actions or proceedings
23 brought by the DLSE, the LWDA or by any other agency, persons or entity in any court, arbitration
24 or before any administrative body. Additionally, it is agreed herein that neither injunctive nor
25 declaratory relief, nor any equitable relief beyond what could be characterized as restitution of
26 claimed unpaid wages, will be ordered by the Court against Defendant in Final Approval of the
27 Settlement, which will otherwise be grounds for Defendant rescinding and terminating this
28 Settlement Agreement.

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1 Plaintiffs and shall submit evidence thereof to the Court with their motion for preliminary approval
2 of this Settlement Agreement.

3 **DUTIES OF THE PARTIES FOLLOWING PRELIMINARY APPROVAL**

4 46. Plaintiffs' counsel will prepare Plaintiffs' motion for final approval. Not later than
5 5 court days prior to the submission of the motion seeking Final Approval, Class Counsel will submit
6 a near-final draft thereof (including the proposed order) to counsel for Defendant for their review
7 and comment. In conjunction with the request for Final Approval of the Settlement provided for in
8 this Settlement Agreement, Class Counsel will submit a proposed Final Approval Order and
9 Judgment that provides for the following:

- 10 a. Granting final approval of the Settlement, adjudging the terms thereof to be
11 fair, reasonable, and adequate, and directing consummation of its terms and
12 provisions;
- 13 b. Approving and awarding Attorneys' Fees and Costs to Class Counsel;
- 14 c. Approving and awarding the Enhancement Awards to the Class
15 Representatives;
- 16 d. Approving and awarding the General Release Payments to the Class
17 Representatives;
- 18 e. Approving and awarding all payments specified in this Settlement Agreement
19 to the LWDA, Aggrieved Employees, and Participating Class Members;
- 20 f. Permanently enjoining and restraining Plaintiff, Participating Class
21 Members, Aggrieved Employees, and the LWDA from and against initiating
22 or pursuing any claims settled herein and released by this Settlement
23 Agreement; and
- 24 g. Entering judgment in accordance with the terms of this Settlement
25 Agreement, including without limitation the permanent injunction
26 provisions.

27 **PARTIES' AUTHORITY**

28 47. The signatories hereto hereby represent that they are fully authorized to enter into

1 this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

2 **MUTUAL FULL COOPERATION**

3 48. The Parties agree to fully cooperate with each other to accomplish the terms of this
4 Settlement Agreement, including but not limited to execution of such documents, and to take such
5 other actions as may reasonably be necessary to implement the terms of this Settlement Agreement.
6 The Parties shall use their best efforts, including all efforts contemplated by this Settlement
7 Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to
8 effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after
9 execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
10 Defendant and its counsel, take all necessary steps to secure the Court's preliminary approval and
11 final approval of this Settlement Agreement.

12 **NO PRIOR ASSIGNMENTS**

13 49. The Parties hereto represent, covenant, and warrant that they have not, directly or
14 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
15 person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein
16 released and discharged except as set forth herein.

17 **CONSTRUCTION**

18 50. The Parties hereto agree that the terms and conditions of this Settlement Agreement
19 are the result of lengthy, intensive, arms-length mediated negotiations between the Parties,
20 conducted under the guidance and supervision of mediator Michelle Reinglass, a highly respected
21 and experienced class action mediator. The Parties further agree that they have each had a full
22 opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties
23 expressly waive the common-law and statutory rule of construction that ambiguities should be
24 construed against the drafter of an agreement, and agree, covenant, and represent that the language
25 in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

26 **CAPTIONS AND INTERPRETATIONS**

27 51. Paragraph titles or captions contained herein are inserted as a matter of convenience
28 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement

1 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not
2 merely a recital.

3 **MODIFICATION**

4 52. This Settlement Agreement may not be changed, altered, or modified, except in
5 writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement
6 may not be discharged except by performance in accordance with its terms or by a writing signed
7 by the Parties hereto.

8 **INTEGRATION CLAUSE**

9 53. This Settlement Agreement contains the entire agreement between the Parties
10 relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous
11 agreements, understandings, representations, and statements, whether oral or written and whether
12 by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived
13 except in writing.

14 **BINDING ON ASSIGNS**

15 54. This Settlement Agreement shall be binding upon and inure to the benefit of the
16 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

17 **SIGNATORIES**

18 55. It is agreed that because of the large number of Participating Class Members, it is
19 impossible or impractical to have each Participating Class Member execute this Settlement
20 Agreement. As such, Plaintiffs are signing on behalf of the Participating Class Members. In
21 addition, the Notice will advise all Participating Class Members of the binding nature of the release
22 of claims under the Settlement and that such shall have the same force and effect as if this Settlement
23 Agreement were executed by each Participating Class Member.

24 **CONFIDENTIALITY**

25 56. Plaintiffs and Class Counsel will maintain the proposed settlement and this
26 Settlement Agreement as confidential and not publicly disclose the same except as set forth herein
27 and in Paragraph 57, below. Except as set forth in Paragraph 57, below, or as otherwise agreed in
28 writing between the Parties, both before and following the execution of this Settlement Agreement

1 by the Parties and their counsel, there will be no direct or indirect comment or publication by
2 Plaintiffs and any of Class Counsel of the settlement in terms of affirmative or responsive media
3 statements/comments, press releases or conferences, website postings or content, social media
4 postings or content, other Internet postings or content, subscribed email messages, newsletters,
5 disseminated updates, mass mailings, or any other comment or publication to the press, media or
6 public at large. This shall not apply to or limit the public filing of motions or other case materials
7 by Class Counsel in the Action related to seeking and obtaining Court approval of the proposed
8 settlement and the related awards of attorneys' fees and costs, enhancements and the other relief set
9 forth in this Settlement Agreement, or to communications between Class Counsel, Plaintiffs, and/or
10 Class Members in the Action, except that prior to the filing of the motion for preliminary approval
11 of the Settlement in the Action, Class Counsel shall not discuss the Settlement with Class Members
12 other than the named Plaintiffs. Class Counsel may otherwise state only that the Action has been
13 settled on terms mutually agreeable to the Parties. The Parties understand and agree that there may
14 be media coverage of the settlement of the Action not initiated by Plaintiff, directly or indirectly. It
15 is also agreed and understood that the Plaintiffs and Class Counsel may disclose the settlement to
16 their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by
17 law, regulatory rules or regulatory requirements. Notwithstanding the foregoing, for the limited
18 purpose of allowing Class Counsel to prove adequacy as counsel in other actions, or for purposes of
19 seeking court approval of comparable wage and hour settlements, Class Counsel may disclose all
20 information available in the public venue about the Action and Settlement.

21 WEBSITE

22 57. The Parties agree that the Settlement Administrator may use U.S. Mail and an
23 information-only website ("Settlement Website") to provide notice and information about the
24 Settlement to Class Members, if required by the Court or requested by the Parties. Any Settlement
25 Website is to be established by the Settlement Administrator solely for purposes of the
26 administration of the Settlement, and the domain name used for the website will be subject to
27 Defendant's reasonable approval. Not later than the date that the Settlement Administrator must
28 remit any funds associated with cancelled Individual Settlement Payment checks, as set forth in

1 Paragraph 35, the Settlement Website will be taken down. No new information about the settlement
2 may be posted on any of Class Counsel's websites except as expressly set forth herein without
3 Defendant's prior written consent, and any information about the Action currently posted on Class
4 Counsel's law firm websites will be removed within 30 calendar days after the Effective Date.

5 **COUNTERPARTS**

6 58. This Settlement Agreement may be executed in counterparts, and when each Party
7 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
8 and, when taken together with other signed counterparts, shall constitute one Settlement Agreement,
9 which shall be binding upon and effective as to all Parties.

10 **GOVERNING LAW**

11 59. The Parties agree that California law governs the interpretation and application of
12 this Settlement Agreement, except to the extent governed by federal law in which case federal law
13 will apply.

14 **MISCELLANEOUS PROVISIONS**

15 60. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties
16 hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred
17 by them or arising out of or related to the Action and/or the Coordinated Actions, and will not seek
18 reimbursement thereof from any Party to this Agreement.

19 61. Severability. If any of the above provisions are found null, void, or inoperative, for
20 any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the
21 invalidation in whole or in part of any material term of this Agreement, including but not limited to
22 all the terms and provisions specified in the releases of claims, will invalidate this Agreement in its
23 entirety unless the Parties subsequently agree in writing that the remaining provisions will remain
24 in force and effect.

25 62. Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this
26 Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred
27 to, relied upon, cited, or used as evidence by any of the Parties, Class Members, or their respective
28 counsel in the Action or in any other action or proceeding; provided, however, that nothing

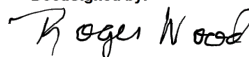
contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

63. Advice of Counsel. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED: 2/27/2025

DocuSigned by:


4B7B88AF21D4463
 ROGER WOOD

Plaintiff and Proposed Class Representative

DATED: _____

LAUREN CHIRINO

Plaintiff and Proposed Class Representative

DATED: _____

ROBERT COHEN

Plaintiff and Proposed Class Representative

DATED: _____

JUANA AGUILERA

Plaintiff and Proposed Class Representative

DATED: _____

LIVING SPACES FURNITURE, LLC

By: _____

Name: _____

Title: _____

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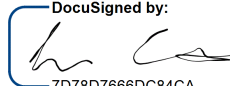
EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED: _____

ROGER WOOD
Plaintiff and Proposed Class Representative

DATED: 2/27/2025

DocuSigned by:

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LAUREN CHIRINO
Plaintiff and Proposed Class Representative

DATED: _____

ROBERT COHEN
Plaintiff and Proposed Class Representative

DATED: _____

JUANA AGUILERA
Plaintiff and Proposed Class Representative

DATED: _____

LIVING SPACES FURNITURE, LLC

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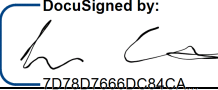
IT IS SO STIPULATED AND AGREED:

DATED: _____

ROGER WOOD
Plaintiff and Proposed Class Representative

DATED: 2/27/2025

DocuSigned by:

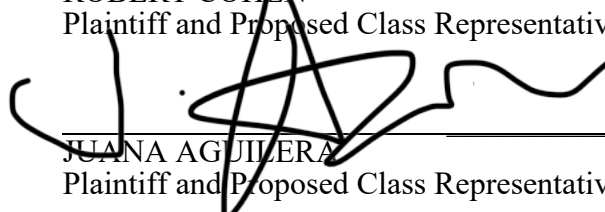

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LAUREN CHIRINO
Plaintiff and Proposed Class Representative

DATED: _____

ROBERT COHEN
Plaintiff and Proposed Class Representative

DATED: _____


JUANA AGUILERA
Plaintiff and Proposed Class Representative

DATED: _____

LIVING SPACES FURNITURE, LLC

By: _____

Name: _____

Title: _____

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7 counsel.

8 EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE
9 FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS
10 CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL
11 KNOWLEDGE OF ITS CONSEQUENCES.

12
13 **IT IS SO STIPULATED AND AGREED:**

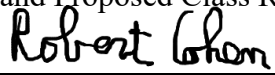
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15 DATED: _____

ROGER WOOD
Plaintiff and Proposed Class Representative

16
17 DATED: _____

LAUREN CHIRINO
Plaintiff and Proposed Class Representative

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19 DATED: 02 / 27 / 2025



ROBERT COHEN
Plaintiff and Proposed Class Representative

20
21 DATED: _____

JUANA AGUILERA
Plaintiff and Proposed Class Representative

22
23 DATED: _____

LIVING SPACES FURNITURE, LLC

24
25 By: _____

26 Name: _____

27 Title: _____

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7 counsel.

8 EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE
9 FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS
10 CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL
11 KNOWLEDGE OF ITS CONSEQUENCES.

12
13 **IT IS SO STIPULATED AND AGREED:**

14
15 DATED: _____

ROGER WOOD
Plaintiff and Proposed Class Representative

16
17 DATED: _____

LAUREN CHIRINO
Plaintiff and Proposed Class Representative

18
19 DATED: _____

ROBERT COHEN
Plaintiff and Proposed Class Representative

20
21 DATED: _____

JUANA AGUILERA
Plaintiff and Proposed Class Representative

22
23 DATED: March 3, 2025

LIVING SPACES FURNITURE, LLC

24
25 By: _____

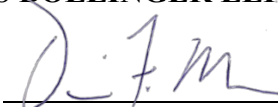
26
27 Name: Charles Pak

28 Title: Vice President

1 **AGREED AND APPROVED AS TO FORM AND CONTENT:**

2 DATED: 2/28/2025

MOSS BOLLINGER LLP

3
4 By: 

Dennis F. Moss
Jeremy F. Bollinger
Ari E. Moss

6 Attorneys for Plaintiff JUANA AGUILERA

7 DATED:

CAPSTONE LAW APC

8
9 By: _____

Melissa Grant
Robert Drexler
Jonathan Lee

11 Attorneys for Plaintiff ROGER WOOD

12 DATED: 2/27/25

**LAW OFFICES OF KEVIN T.
BARNESDAVTYAN LAW FIRM
LAW OFFICES OF RAPHAEL A. KATRI**

13
14 By: 

15 Kevin T. Barnes

16 Gregg Lander
17 Raphael A. Katri

18 Attorneys for Plaintiff LAUREN CHIRINO

19 DATED:

KING & SIEGEL LLP

20 By: _____

21 Julian Burns King
22 Elliot J. Siegel

Attorneys for Plaintiff ROBERT COHEN

23 DATED:

BAKER & HOSTETLER LLP

24
25 By: _____

Sylvia J. Kim
Amy E. Beverlin

26 Attorneys for Defendant LIVING SPACES
27 FURNITURE, LLC
28

1 **AGREED AND APPROVED AS TO FORM AND CONTENT:**

2 **DATED: MOSS BOLLINGER LLP**

3
4 By: _____
5 Dennis F. Moss
6 Jeremy F. Bollinger
7 Ari E. Moss
8
9 Attorneys for Plaintiff JUANA AGUILERA

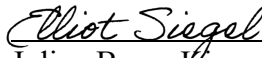
10 **DATED: CAPSTONE LAW APC**

11
12 By: _____
13 Melissa Grant
14 Robert Drexler
15 Jonathan Lee
16
17 Attorneys for Plaintiff ROGER WOOD

18 **DATED: 2/27/25 LAW OFFICES OF KEVIN T.**
19 **BARNESDAVTYAN LAW FIRM**
20 **LAW OFFICES OF RAPHAEL A. KATRI**

21 By:  _____
22 Kevin T. Barnes
23
24 Gregg Lander
25 Raphael A. Katri
26
27 Attorneys for Plaintiff LAUREN CHIRINO

28 **DATED: 2-27-25 KING & SIEGEL LLP**

By:  _____
Julian Burns King
Elliot J. Siegel
Attorneys for Plaintiff ROBERT COHEN

DATED: BAKER & HOSTETLER LLP

By: _____
Sylvia J. Kim
Amy E. Beverlin
Attorneys for Defendant LIVING SPACES
FURNITURE, LLC

1 **AGREED AND APPROVED AS TO FORM AND CONTENT:**

2 DATED: **MOSS BOLLINGER LLP**

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7 DATED: February 27, 2025

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By: _____

Dennis F. Moss
Jeremy F. Bollinger
Ari E. Moss

Attorneys for Plaintiff JUANA AGUILERA

CAPSTONE LAW APC

By: _____



Melissa Grant
Robert Drexler
Jonathan Lee

Attorneys for Plaintiff ROGER WOOD

**LAW OFFICES OF KEVIN T.
BARNESDAVTYAN LAW FIRM
LAW OFFICES OF RAPHAEL A. KATRI**

By: _____

Kevin T. Barnes

Gregg Lander
Raphael A. Katri

Attorneys for Plaintiff LAUREN CHIRINO

KING & SIEGEL LLP

By: _____

Julian Burns King
Elliot J. Siegel

Attorneys for Plaintiff ROBERT COHEN

BAKER & HOSTETLER LLP

By: _____

Sylvia J. Kim
Amy E. Beverlin

Attorneys for Defendant LIVING SPACES
FURNITURE, LLC

1 **AGREED AND APPROVED AS TO FORM AND CONTENT:**

2 **DATED: MOSS BOLLINGER LLP**

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By: _____
Dennis F. Moss
Jeremy F. Bollinger
Ari E. Moss

Attorneys for Plaintiff JUANA AGUILERA

DATED: CAPSTONE LAW APC

By: _____
Melissa Grant
Robert Drexler
Jonathan Lee

Attorneys for Plaintiff ROGER WOOD

**DATED: LAW OFFICES OF KEVIN T.
BARNESDAVTYAN LAW FIRM
LAW OFFICES OF RAPHAEL A. KATRI**

By: _____
Kevin T. Barnes

Gregg Lander
Raphael A. Katri

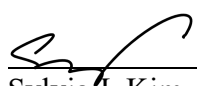
Attorneys for Plaintiff LAUREN CHIRINO

DATED: KING & SIEGEL LLP

By: _____
Julian Burns King
Elliot J. Siegel

Attorneys for Plaintiff ROBERT COHEN

DATED: March 3, 2025 BAKER & HOSTETLER LLP

By:  _____
Sylvia J. Kim
Amy E. Beverlin

Attorneys for Defendant LIVING SPACES
FURNITURE, LLC

Exhibit A

Wood v. Living Spaces Furniture, LLC, No. JCCP 5197
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendant Living Spaces Furniture, LLC (“Defendant”) as non-exempt current and former employees working or who worked in the State of California from April 27, 2016 through March 31, 2025, but excluding (a) any workweeks during which they performed no work at all and (b) anyone who has filed their own separate action as a named plaintiff alleging the same or similar claims being released by the settlement and/or who has previously released such claims (“Class Members”).

All persons who were employed by Defendant as non-exempt current and former employees working or who worked in the State of California from April 27, 2019 through March 31, 2025, but excluding any pay periods during which they performed no work at all (“Aggrieved Employees”).

On _____, the Honorable Elaine Lu of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2025 in Department 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing in person or telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/).

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also an Aggrieved Employee, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion in accordance with the procedures set forth below. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiffs Juana Aguilera, Lauren Chirino, Robert Cohen, Roger Wood, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for business expenses; (5) provide employees with suitable seating during working hours; (6) pay or properly pay employees for sick leave; and (7) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On September 19, 2024, the parties participated in a mediation with Michelle A. Reinglass, Esq., an experienced and well-respected class action mediator. With Ms. Reinglass's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class—Capstone Law APC; Law Offices of Kevin T. Barnes; D.Law, Inc.; Law Offices of Raphael A. Katry; King & Siegel LLP; and Moss Bollinger LLP ("Class Counsel")—have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the claims alleged in this action in exchange for a Gross Settlement Fund of \$9,000,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Awards of \$5,000, each, to Juana Aguilera, Lauren Chirino, Robert Cohen, Roger Wood for their services on behalf of the class, and General Release Payments of \$15,000, each, for releases of all claims arising out of their respective employments with Defendant; (3) \$3,000,000 in attorneys' fees and up to \$100,000 in litigation costs and expenses; (4) a \$150,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$112,500 payment to the California Labor and Workforce Development Agency ("LWDA") in accordance with PAGA, and a \$37,500 payment ("PAGA Fund") to all Aggrieved Employees; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$55,000. After deducting the above payments, a total of approximately \$5,615,000 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all Aggrieved Employees will receive a proportional share of the \$37,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from April 27, 2016 through March 31, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks, which excludes any Workweeks during which you performed no work at all. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from April 27, 2019 through March 31, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each Aggrieved Employee's share of the PAGA Fund will be calculated by multiplying each individual Aggrieved Employee's total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the PAGA fund even if they submit a valid Request for Exclusion and be deemed to have released or waived the Released PAGA Claims.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks, which excludes any Workweeks during which you performed no work at all. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 50% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 50% will be allocated as non-wages (including penalties and interest) for which IRS Forms 1099-MISC will be issued. Payments issued to Aggrieved Employees from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Fund, you will be deemed to have released or waived the Released Class Claims during the Class Period, and if you are also an Aggrieved Employee, the Released PAGA Claims during the PAGA Period:

Released Class Claims: Any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, costs, expenses, attorneys' fees, economic damages, restitution, civil penalties, statutory penalties, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, that have been or could have been alleged or asserted in the FACC, the Motion for Class Certification ("MCC"), and/or any other pleadings that have been filed in the Action based on the facts or matters alleged therein, including (a) all claims for rest and meal break violations, including all claims for allegedly unpaid or underpaid meal or rest break premiums, (b) all wage claims arising out of or related to any purported off-the-clock work, (c) all claims for unpaid or underpaid overtime wages, (d) all claims for wage statement violations, (e) all claims for expense reimbursements of any kind, (f) all waiting time penalties claims, (g) all paid sick leave claims, including all claims for allegedly unpaid or underpaid sick leave, (h) all suitable seating claims, (i) all wage payment timing claims, (j) all claims for failure to maintain accurate pay and time records, (k) all claims for violations of California's Wage Theft Prevention Act, (l) any type of derivative claims under California's Unfair Competition Law, and (m) any parallel claims for failure to pay wages in compliance with the Fair Labor Standards Act ("FLSA") based on any of the foregoing.

Released PAGA Claims: All claims for PAGA civil penalties that have been or could have been alleged or asserted in the FACC, MCC, and/or any of the pleadings that have been filed in the Action based on the facts or matters alleged therein, including PAGA civil penalties for: (a) all claims for rest and meal break violations, including all claims for allegedly unpaid or underpaid meal or rest break premiums, (b) all wage claims arising out of or related to any purported off-the-clock work, (c) all claims for unpaid or underpaid overtime wages, (d) all claims for wage

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

statement violations, (e) all claims for expense reimbursements of any kind, (f) all waiting time penalties claims, (g) all paid sick leave claims, including all claims for allegedly unpaid or underpaid sick leave, (h) all suitable seating claims, (i) all wage payment timing claims, (j) all claims for failure to maintain accurate pay and time records, and (k) all claims for violations of the Wage Theft Prevention Act.

Released Parties: Defendant and its affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, members, owners, servants, agents, predecessors, representatives, executors, successors, and assigns, past, present, and future, and each and all of their respective shareholders, officers, partners, directors, members, owners, servants, employees, agents, contractors, attorneys, insurers predecessors, representatives, accountants, executors, successors, assigns, and pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents, and employees of all such plans, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator. Written Requests for Exclusion must provide: (1) your full name, signature, current mailing address, telephone number, and last four digits of your Social Security Number; (2) include the case name and number for this action; and (3) statement that you seek to be excluded from the Settlement Agreement which is the same or substantially similar to the following language: “I elect to opt-out of the *Living Spaces Wage and Hour Cases* class action settlement. I understand that by doing so, I will not participate in the settlement, and will not receive any money from it.” Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will not Receive a Payment from the Net Settlement Fund and will not release the Released Class Claims. However, if you are an Aggrieved Employee, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund. You cannot opt out of the PAGA settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement for any reason, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, telephone number, and the last four digits of your Social Security Number; (2) the case name and number of this action; (3) a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) a statement indicating whether you are represented by counsel and identifying such counsel; and (5) a statement about whether you intend to appear or wish to be heard at the Fairness Hearing. The objection must be sent to the administrator by First Class U.S. Mail or equivalent, to the address below:

Settlement Administrator

c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

All written objections must be received by the administrator by not later than _____, 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2, above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in Department 9 of the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

If you choose **Option 3**, and the Court approves the parties' settlement, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be bound by the settlement and deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

CLASS COUNSEL		
Kevin T. Barnes Law Offices of Kevin T. Barnes 1020 Parkside Cmns, Ste 101E, Greensboro, GA 30642-4532 Phone: 323-549-9100	Elliot J. Siegel King & Siegel LLP 724 S. Spring St., Ste. 201 Los Angeles, CA 90014 Phone: 213-465-4802	Raul Perez Capstone Law APC 1875 Century Park E., Suite 1000 Los Angeles, CA 90067 Phone: 888-846-1042

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS
WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at 1-*-***-******