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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

KEAERA BRYANT, individually, and on
behalf of other members of the general public
similarly situated, the State of California, and
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

RENAISSANCE VILLAGES, INC., a
California corporation; CONTINENTAL EAST
DEVELOPMENT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Lead Case No. RIC2002756
Consolidated with Case Nos. CVRI2103480 and
CVRI2103783

Assigned for All Purposes To:
Hon. Harold W. Hopp, Dept. 1

**SETTLEMENT AGREEMENT AND
STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

AND CONSOLIDATED ACTIONS.

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This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the following actions: (1) *Keara Bryant, Destiny Sierra, et al. v. Renaissance Villages, Inc., et al.*, Riverside County Superior Court Case No. RIC2002756 (the “*Bryant Action*”); and (2) *Gabriela Cornejo v. Renaissance Villages, Inc., et al.*, Riverside County Superior Court Case No. CVRI2103783 (class action) and CVRD103480 (PAGA action) (the “*Cornejo Actions*”) (collectively with the *Bryant Action*, the “*Actions*”). On October 4, 2022, the *Cornejo* and *Bryan* Actions were consolidated for all purposes. This agreement is entered into between Plaintiff Keara Bryant (“*Bryant*”) and Defendants Renaissance Villages, Inc. (“*Renaissance*”) and Continental East Development, Inc. (“*Continental*”) (collectively referred to as “*Defendants*”) (*Bryant* and *Defendants* are collectively referred to as the “*Parties*”).

Definitions

1. Actions. “**Actions**” mean the *Bryant Action* and the *Cornejo Actions*.
2. Aggrieved Employees. “**Aggrieved Employees**” means all individuals who were employed by *Defendants*, or either of them, as non-exempt employees in California at Rancho Belago during the PAGA Period.
3. Agreement or Settlement or Settlement Agreement. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the *Parties* to resolve the *Actions*.
4. Attorneys’ Fees and Costs. “**Attorneys’ Fees and Costs**” means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 35% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the *Actions*, in an amount to not to exceed \$42,326.31.
5. Class Counsel. “**Class Counsel**” means Carolyn H. Cottrell, and Esther L. Bylsma, of Schneider Wallace Cottrell Konecky LLP, and Arby Aiwarzian, Joanna Ghosh, and Vartan S. Madoyan of Lawyers for Justice, PC.
6. Class or Class Members. “**Class**” or “**Class Members**” means all individuals who

were employed by Defendants, or either of them, as non-exempt employees in California at Rancho Belago during the Class Period.

7. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. “**Class Period**” means the period from July 17, 2016 through April 30, 2022.

9. Court. “**Court**” means the Riverside County Superior Court, where the Actions are currently pending.

10. Defendants. “**Defendants**” means Renaissance Villages, Inc. and Continental East Development, Inc.

11. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in this Agreement.

12. Enhancement Award. “**Enhancement Award**” means the amount the Court authorizes to be paid to Bryant in addition to her Individual Settlement Payment, in recognition of her effort and work in prosecution of the *Bryant* Action, and her individual general release of claims, up to \$15,000.00.¹

13. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the hearing on final approval of the Settlement.

14. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Named

¹ Ms. Sierra and Ms. Cornejo individually settled their claims with Renaissance. In addition, both Ms. Sierra and Ms. Cornejo indicated they did not intend to retain counsel to pursue a wage and hour class action or representative PAGA action, indicated they did not wish their action(s) to proceed, and indicated they wished the action brought in their name to be dismissed in their entirety. Accordingly, the Enhancement Award is for the new lead plaintiff, Bryant, only.

Plaintiff will submit to the Court with the motion for final approval of the Settlement.

15. Gross Settlement Amount. **“Gross Settlement Amount”** means the total settlement payment Defendant Renaissance has agreed to make under this Agreement. The Gross Settlement Amount is \$950,000.00.

16. Individual PAGA Payment. **“Individual PAGA Payment”** means a payment to an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

17. Individual Settlement Payment. **“Individual Settlement Payment”** means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment to the extent an employee is eligible.

18. Named Plaintiff. **“Named Plaintiff”** means Keara Bryant.

19. Notice Period. **“Notice Period”** means the time period commencing on the date the Class Notice is mailed to Class Members and ending 45 days thereafter unless a notice is remailed to a Class Member, in which case, the Notice Period shall end either 45 days after mailing or 15 days after remailing, whichever is later.

20. Net Class Settlement Amount. **“Net Class Settlement Amount”** means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

21. PAGA Claims. **“PAGA Claims”** means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in all the PAGA Notice Letters sent by the plaintiffs Keara Bryant, Destiny Sierra, or Gabriela Cornejo to the Labor and Workforce Development Agency (**“LWDA”**) pursuant to Labor Code section 2699.3 on or about May 12, 2020 and May 25, 2021, and/or in the Amended PAGA Notice Letters sent to the LWDA on or about August 2, 2020 and January 21, 2022 asserting that Defendants violated various

provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock and undergoing screening and safety procedures; failure to provide meal periods and rest breaks or premium payments; failure to provide and maintain complete and accurate itemized wage statements; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to reimburse business expenses and costs; failure to provide one day's rest in seven; failure to pay reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; in connection with the allegations in the LWDA Notices and Operative Complaints; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

22. PAGA Amount. **"PAGA Amount"** means the amount of \$25,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$18,750.00) will be paid to the LWDA as the **"LWDA Payment,"** and the remaining 25% (\$6,250.00) will be allocated to the Aggrieved Employees as the **"PAGA Payment."**

23. PAGA Period. **"PAGA Period"** means the period from March 8, 2019 through April 30, 2022.

24. Parties. **"Parties"** means the Defendants and the Named Plaintiff. Each of the Parties may be referred to in the singular as a **"Party."**

25. Participating Class Member. **"Participating Class Member"** means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; **"Settlement Class"** means a class of all Participating Class Members.

26. Preliminary Approval Order. **"Preliminary Approval Order"** means an order from the Court preliminarily approving this Settlement.

27. Released Parties. **"Released Parties"** means and includes Renaissance Villages, Inc.

and Continental East Development, Inc. and each of their respective current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective insurers, officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

28. Released Claims. **“Released Claims”** means, for the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaint; and/or (b) that could have been alleged in the Operative Complaints based upon or arising out of the facts alleged, except those arising under PAGA. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock and undergoing screening and safety procedures; failure to provide meal periods and rest breaks or premium payments; failure to provide and maintain complete and accurate itemized wage statements; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to reimburse business expenses and costs; failure to provide one day’s rest in seven; failure to pay reporting time pay; unfair business practices; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Actions.

29. Settlement Administration Costs. **“Settlement Administration Costs”** means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

30. Settlement Administrator. **“Settlement Administrator”** means CPT Group, Inc., or such other third-party administrator chosen by the Parties and approved by the Court.

31. Settlement Hearing. **“Settlement Hearing”** means the hearing on the Final Hearing

1 Date at which the Court will determine whether to fully and finally approve the fairness and
2 reasonableness of this Agreement.

3 **Recitals**

4 32. On May 12, 2020, former plaintiff Destiny Sierra submitted a PAGA Notice to the
5 LWDA.

6 33. Only July 17, 2020, former plaintiff Destiny Sierra filed a Class Action and PAGA
7 Complaint against Defendant Renaissance Villages, Inc. in a case entitled *Sierra, et al. v.*
8 *Renaissance Villages, Inc.*, Riverside County Superior Court Case No. RIC2002756. The original
9 Class Action and PAGA Complaint alleges that Renaissance Villages, Inc. violated various wage-
10 and-hour laws, including: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest
11 period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely
12 paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll
13 records; (9) unreimbursed business expenses; (10) unfair business practices; and (11) penalties
14 pursuant to the California Private Attorneys General Act.

15 34. On August 2, 2020, former plaintiff Destiny Sierra submitted an amended PAGA
16 Notice to the LWDA.

17 35. On May 25, 2021, former plaintiff Gabriela Cornejo submitted a PAGA Notice to
18 the LWDA.

19 36. On July 29, 2021, former plaintiff Gabriela Cornejo filed a PAGA Complaint against
20 Defendant Renaissance Villages, Inc. in a case entitled *Cornejo, et al. v. Renaissance Villages, Inc.*,
21 Riverside County Superior Court Case No. CVRD 103480. The original PAGA complaint alleges
22 that Renaissance Villages, Inc. violated various wage-and-hour laws, including: (1) failure to pay
23 overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay
24 minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages
25 during employment; (7) failure to provide complete and accurate wage statements; (8) failure to
26 keep complete and accurate payroll records; and (9) failure to reimburse necessary business-related
27 expenses and costs.

28 37. On August 20, 2021, former plaintiff Gabriela Cornejo filed an original Class Action

Complaint against Defendant Renaissance Villages, Inc. in a case entitled *Cornejo, et al. v. Renaissance Villages, Inc.*, Riverside County Superior Court Case No. CVRI2103783. The original Class Action Complaint alleges that Renaissance Villages, Inc. violated various wage-and-hour laws, including: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and (10) unfair business practices.

38. On January 19, 2022, former plaintiff Gabriela Cornejo filed a First Amended PAGA Complaint against Defendant Renaissance Villages, Inc. in a case entitled *Cornejo, et al. v. Renaissance Villages, Inc.*, Riverside County Superior Court Case No. CVRI2103480. The amended PAGA complaint alleges that Renaissance Villages, Inc. violated various wage-and-hour laws, including: (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide complete and accurate wage statements; (8) failure to keep complete and accurate payroll records; and (9) failure to reimburse necessary business-related expenses and costs.

39. On January 20, 2022, former plaintiff Gabriela Cornejo filed a First Amended Class Action Complaint against Defendant Renaissance Villages, Inc. in a case entitled *Cornejo, et al. v. Renaissance Villages, Inc.*, Riverside County Superior Court Case No. CVRI2103783. The amended Class Action Complaint alleges that Renaissance Villages, Inc. violated various wage-and-hour laws, including: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) non-compliant wage statements; (7) unreimbursed business expenses; and (8) unfair business practices.

40. On January 21, 2022, former plaintiff Gabriela Cornejo submitted an amended PAGA Notice to the LWDA.

41. On October 4, 2022, the *Cornejo* Actions were consolidated with the *Bryant* Action, with the *Bryant* Action serving as the lead case.

42. On October 7, 2022, Named Plaintiff Keaera Bryant filed a Consolidated First

Amended Class Action and PAGA Complaint against Defendant Renaissance Villages, Inc. and defendant Consolidated East Development, Inc. in a case entitled *Bryant, et al. v. Renaissance Villages, Inc.*, Riverside County Superior Court Case No. RIC2002756. The Consolidated Class Action and PAGA Complaint alleges that Renaissance Villages, Inc. violated various wage-and-hour laws, including: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair business practices; and (11) penalties pursuant to the California Private Attorneys General Act.

43. On January 22, 2024, the Parties participated in mediation with Deborah Crandall Saxe, Esq. of JAMS, Inc. (the “**Mediator**”), a respected mediator of complex wage-and-hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this Agreement.

44. Defendants deny that they engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendants further deny that they have any liability of any kind associated with the claims alleged in the Actions. Defendants contend that they have complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved Employees, including the Named Plaintiff.

45. Class Counsel has investigated the facts relating to the Actions. Settlement discussions were conducted at arm’s length during a full-day mediation with a neutral third-party mediator, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Actions. While Defendants specifically deny any liability in the Actions,

Defendants have agreed to enter into this Settlement to avoid the costs associated with defending the Actions.

Terms And Conditions

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendants agree that the Actions shall be and are finally and fully compromised and settled on the following terms and conditions:

46. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants or any of the other Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

47. Conditional Nature Of Settlement. For settlement purposes only, the Parties agree that (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section 382, and (b) the Actions may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and

1 final approval of each and every term of this Agreement, without material modification. The Parties
2 and their respective counsel shall use their respective best efforts to obtain Court approval and
3 implement this Agreement in accordance with its terms. If the Court does not so approve this
4 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
5 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
6 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
7 Parties intend this Agreement to become null and void, and unenforceable, in which event the
8 settlement terms set forth in this Agreement, including any modifications made with the consent of
9 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
10 and shall become null and void and have no further force or effect, and the class certified for
11 settlement purposes pursuant to this Agreement will be decertified for all purposes.

12 b. In the event the Court does not grant preliminary or final approval of the
13 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
14 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
15 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
16 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall
17 be restored to their respective positions existing prior to the execution of this Agreement, and
18 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
19 the Actions or any other litigation. Defendants do not waive, and instead expressly reserve, their
20 rights to challenge the propriety of class certification and/or the Actions proceeding on a
21 representative basis for any purpose should the Court not grant preliminary or final approval of the
22 Parties' settlement.

23 48. Participating Class Members' Release Of Claims. Upon the funding of the Gross
24 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
25 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
26 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
27 and all of the Released Parties from the Released Claims that arose during the Class Period.

28 a. This release by the Named Plaintiff and each Participating Class Member is

1 intended to settle any and all of the Released Claims that any of them may have against Defendants
2 or any of the Released Parties during the Class Period.

3 b. Because it is impossible or impracticable to have each Class Member execute
4 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
5 and such notice will have the same force and effect as if the Agreement were executed by each Class
6 Member.

7 49. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA
8 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
9 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their
10 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon
11 payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the
12 settlement to the Settlement Administrator, forever completely release and discharge Defendants
13 and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The
14 Aggrieved Employees and the State of California will be deemed by operation of the Final Order
15 and Judgment to have agreed not to sue or otherwise make a claim against Defendants and any of
16 the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent
17 permissible by law.

18 50. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
19 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
20 Administrator, the Named Plaintiff fully releases and discharges Defendants and the other Released
21 Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims
22 to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without
23 limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to
24 the maximum extent permitted by law any claims against Defendants and the Released Parties,
25 arising out of or relating to the Named Plaintiffs employment or the termination of her employment
26 with Defendants and any other Released Party. This general release by the Named Plaintiff includes
27 a waiver of Named Plaintiffs rights under Civil Code Section 1542, which provides: "A general
28 release does not extend to claims that the creditor or releasing party does not know or suspect to

exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

51. No Prior Assignments. The Named Plaintiff represents and warrants that she has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

52. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant Renaissance agrees to pay the Gross Settlement Amount of \$950,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel’s Attorneys’ Fees and Costs, Enhancement Award to the Named Plaintiff Bryant, the PAGA Amount, and Settlement Administration Fees and Costs. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendant Renaissance shall not be required to pay any amount over \$950,000.00 for this Settlement, apart from the employer’s share of applicable taxes which will be paid in addition to the Gross Settlement Amount, and as set forth in Paragraph 56.

53. Settlement Escalator. The Settlement is based on the representation that there were no more than 14,309 non-exempt workweeks worked by the Class Members during the period of March 8, 2019 through April 30, 2022. If that number is incorrect by more than 10% (i.e., by more than 1,431 workweeks), the Gross Settlement Amount shall increase proportionally. For example, if the number is 12% higher, the Gross Settlement Amount will be increased by 2%.

54. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys’ Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys’ Fees of no more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 53 of this Agreement, equals \$332,500.00. Class Counsel will also apply to the Court for an award of

1 actual costs incurred by Class Counsel not to exceed the amount of \$42,326.31. These fees and
 2 costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel Schneider
 3 Wallace Cottrell Konecky LLP will be entitled to a share of the awarded fees in an amount equal to
 4 75% (currently estimated at \$249,375.00). Class Counsel Lawyers for Justice, PC will be entitled to
 5 a share of the awarded fees in an amount equal to 25% (currently estimated at \$83,125.00).
 6 Schneider Wallace Cottrell Konecky LLP and Lawyers for Justice, PC will each be issued an IRS
 7 Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 54.a. Except as
 8 provided in this Paragraph 54.a, each party will bear its own attorneys' fees, costs, and expenses
 9 incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower
 10 amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be
 11 part of the distribution to the Participating Class Members as set forth in this Agreement and shall
 12 not be a reason to invalidate/terminate this Agreement.

13 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
 14 will apply to the Court for approval of Settlement Administration costs, currently estimated at
 15 \$10,000.00. These costs are included in, and shall come from, the Gross Settlement Amount. If the
 16 actual amount of the Settlement Administration Costs is less than \$10,000.00, the difference shall
 17 be added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed
 18 \$10,000.00 then such excess will be paid solely from the Gross Settlement Amount and Defendants
 19 will not be responsible for paying any additional funds in order to pay these additional costs.

20 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
 21 Counsel will apply to the Court for awards of up to \$15,000.00 to Bryant as an Enhancement Award
 22 for her services and for assuming the risks associated with this litigation, for the time spent in
 23 assisting Class Counsel to litigate this Action, and her individual general release of claims.
 24 Defendants will not oppose such application. The Enhancement Award is included in, and shall
 25 come from, the Gross Settlement Amount. Bryant will be issued an IRS Form 1099 for the
 26 Enhancement Award approved by the Court pursuant to this Paragraph. The Enhancement Award
 27 payable to Bryant shall be in addition to any payment she may receive pursuant to Paragraph 54.e,
 28 below. If the Court awards less than the amount requested, any amount not awarded will be part of

the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Amount: At the final approval hearing, Class Counsel will apply to the Court for approval of the PAGA Amount of \$25,000.00 for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(/)(2). The Parties agree that 75% of the PAGA Amount (\$18,750.00) will be paid to the LWDA as the “**LWDA Payment,**” and the remaining 25% (\$6,250.00) will be allocated to the Aggrieved Employees as the “PAGA Payment.” The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 54.e, but will be limited to weeks worked during the PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph 54.d and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved Employee’s *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 54.a-d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of weeks worked by each Participating Class Member in a non-exempt position during the Class Period, rounded up to the nearest whole week. All Class Members will be deemed to have worked during at least one week during the Class Period. Each Participating Class Member’s share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member’s weeks worked in a non-exempt position by the total number of weeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount.

The Class Notice will include the number of weeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA Payment, as set forth in Paragraph 54.d (the Individual PAGA Payment).

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments (including the Participating Class Member Payments and Individual PAGA Payments) does not mean that all of the elements of damages, restitutionary relief, and penalties alleged in the Actions are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 54.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that, under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in Paragraph 53, under no circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full settlement of the Actions.

55. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating

Class Member or Aggrieved Employee may be entitled to under any benefit plans.

56. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows:
(i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; and (ii) 80% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages and statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 61) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

d. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, including Named Plaintiff, such Class Member or Aggrieved Employee assumes all responsibility for the payment of such taxes.

57. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval Order, Defendants will provide to the Settlement Administrator a list of Class Members that identifies each Class Member by name, Social Security Number, and last-known address; and specifies the number of weeks worked by each Class Member in a non-exempt position during the Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential, except it shall be provided to Class Counsel upon request with Social Security Numbers and address information redacted, and Class Counsel agrees to use such information only for the purposes described in this Agreement.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within 14 calendar days after receipt of the Class List from Defendants, the Settlement Administrator will send the Class Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after mailing.

b. The Settlement Administrator will re-mail any notice packet returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice

is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have either 45 days from the original mailing or 15 days from the re-mailing, whichever is later, to object, opt out, or dispute the workweeks attributed to him or her.

c. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Class Notice to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

58. Dispute Procedure. The Class Notice will include a procedure by which a Class Member may dispute the number of workweeks allocated to the Class Member by submitting a written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the Action name and case number; (iii) the number of workweeks the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendants’ calculation of the workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator shall promptly serve Defendants’ Counsel with a copy of the Workweek Dispute and any accompanying papers. Defendants’ Counsel will inform Class Counsel of any such dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendants shall have the right to respond to the Workweek Dispute by any Class Member. The Settlement Administrator will resolve the Workweek Dispute and make a final and binding determination without hearing or right of appeal.

a. Within 14 calendar days after the close of the Notice Period, the Settlement

Administrator will provide Class Counsel and Defendants' Counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will not include the names or contact information of Participating Class Members and Aggrieved Employees.

59. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including the release of the Released Claims that arose during the Class Period. A Class Member will not be entitled to opt out of the settlement established by this Agreement unless the Class Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

a. Upon receipt of any Opt-Out Request within the Notice Period, the Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-out requirements of this Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for Defendant. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the

1 expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that
2 the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator
3 have the authority to extend the deadline for Class Members to submit a request to opt out of the
4 settlement without the Parties' joint written consent.

5 c. At the close of the Notice Period, the Settlement Administrator shall report
6 the names of all individuals who opted out of the Agreement to the parties and include this
7 information in a Declaration regarding the distribution of the notice that will be provided in support
8 of Plaintiff's Motion for Final Approval.

9 d. If 5% or more Class Members timely opt out of the settlement, Defendants
10 will have the sole and absolute discretion to withdraw from this Agreement within fourteen (14)
11 calendar days after Defendants receive notice of the number of opt outs. Defendants will provide
12 written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that
13 Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this
14 Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and
15 void and have no further force or effect, and the class certified pursuant to this Agreement will be
16 decertified for all purposes. If Defendants choose to terminate this Settlement Agreement under this
17 provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the
18 Settlement Agreement is terminated for any other reason, including the Court's failure to grant final
19 approval of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible
20 for the Settlement Administrator's fees and costs.

21 60. Objections To Settlement. Any Class Member may object to the Settlement. Any
22 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
23 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel
24 will ensure that any written objections get filed with the Court concurrently with the final approval
25 documents by having it attached to the Settlement Administrator's Declaration. Class Members
26 who have not objected in writing may still appear and be heard at the Settlement Hearing.

27 a. Written objections to the Settlement must contain at least the following:
28 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to

the Action; (m) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Class Member or the Class Member's legally-authorized representative.

b. Class Counsel or Defendants' Counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 59, Class Members who object to the proposed settlement or the Agreement will remain Participating Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendants and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order.

d. In the event that any person objects to or opposes this proposed settlement or the Agreement, or attempts to intervene in or otherwise enter the Actions, the Parties and Class Counsel will use their best efforts to defend the Settlement.

e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid.

61. Funding And Distribution Of Settlement.

a. Within ten (10) calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendants' Counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement; the total amount payable to all Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the appropriate applicable Employer's Taxes for any portion of the Individual Settlement Payments designated as wages.

b. On the later of fifteen (15) calendar days of the Settlement Administrator providing all the information necessary for Defendant Renaissance to remit payment or fifteen (15) calendar days after the Effective Date, Defendant Renaissance shall remit to the Settlement Administrator: (i) the Gross Settlement Amount of \$950,000.00 and (ii) the Employer's Taxes for any portion of the Individual Settlement Payments designated as wages (the collectively, **"Settlement Fund"**). The delivery by Defendant Renaissance of the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge of the entire obligation of Defendants under this Agreement, unless anything further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the claims released herein, regardless of whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund from Defendants (**"Settlement Proceeds Distribution Deadline"**). The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendants, Class Counsel, Defendants' Counsel, or any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

d. The distribution of the LWDA Payment, Attorneys' Fees and Costs and the Enhancement Award shall occur no later than ten (10) calendar days after the Settlement Administrator receives the Settlement Fund from Defendant Renaissance.

e. If a Participating Class Member's or Aggrieved Employee's check is returned

to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments, including the Individual PAGA Payments, will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transferred to CASA of Orange County in the name of the Participating Class Member/Aggrieved Employee, or if not approved by the Court, the funds from uncashed and voided checks will be redistributed to those Participating Class Members who have cashed their checks.

f. Defendant Renaissance will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective Date of the Agreement.

g. Within sixty (60) calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendants' Counsel.

62. Binding Effect Of Agreement On Class Members. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Participating Class Members will be bound by this Agreement.

63. Binding Effect Of Agreement On Aggrieved Employees and State of California. The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendants or any of the Released Parties for any of the PAGA Claims and to be bound by the release of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

64. Provisional Approval Of Settlement. Named Plaintiff will file a motion in the Actions requesting that the Court enter the Preliminary Approval Order shortly after complete execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendants' Counsel at least 5 business days to review, and provide comments to, the draft motion for preliminary approval of the settlement before

the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants dispute any of the factual statements concerning the claims at issue included by the Named Plaintiff in the motion and supporting papers. Defendants' Counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

65. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

66. Final Order and Judgment. The Named Plaintiff will request that the Court enter, after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the Participating Class Members release the Released Parties from the Released Claims; order that the Aggrieved Employees and the State of California release the Released Parties from the PAGA Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to carry out the provisions of this Agreement.

67. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the settlement set forth in this Agreement does not become final, the settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Actions or otherwise.

68. No Double Recovery. No person who has already released, assigned, or otherwise forfeited the claims asserted in the Actions will be considered a Class Member or be entitled to recover under this Agreement. Such persons will be excluded from the Class List.

69. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the Court, Class Members, or those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this Paragraph 69 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on any website (including, without limitation, publishing on any Twitter account, Facebook, other social media, or blog, or business website) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to Verdicts & Settlements, Jury Verdicts, or any other publication that summarizes the results of jury verdicts and settlements.

a. Notwithstanding the foregoing, Named Plaintiff may discuss this settlement with her spouse, attorneys, or tax advisors, and Class Counsel may cite the settlement as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings;

b. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of this Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the California Labor and Workforce Development Agency.

c. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate this Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by this Agreement, including the Judgment entered by the Court.

d. The Named Plaintiff and Class Counsel agree that all data and information informally produced by Defendants in connection with the settlement of these Actions will be maintained in confidence, and will not be shared with any other persons or entities.

70. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 69 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendants would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith and involve mediator Deborah Crandall Saxe as necessary before exercising such right.

71. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement and approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

72. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Deborah Crandall Saxe) and, if still unable to resolve their dispute, the Court.

73. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

Class Counsel

SCHNEIDER WALLACE
COTTRELL KONECKY LLP
Carolyn H. Cottrell, Esq.
Esther L. Bylsma, Esq.
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415)421-7100

LAWYERS for JUSTICE, PC
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan S. Madoyan, Esq.

410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 647-9323

Counsel For Defendants

RUTAN & TUCKER, LLP
Maria Z. Stearns, Esq.
Kenne J. Zielinski, Esq.
Noell C. Rice, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714)641-5100

74. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

75. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Actions. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Actions, the PAGA Claims, and the Released Claims against Defendants and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

76. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force

and effect and shall be as legally binding and enforceable as the original.

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

78. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

79. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

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

81. Representation and Warranties. Class Counsel and the Named Plaintiff represent and warrant to Defendants that she is not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this Agreement.

82. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

83. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of

this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named Plaintiff as provided by this Agreement.

84. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

85. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Actions or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

86. No Reliance on Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

87. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

Dated: 06 / 06 / 2024

PLAINTIFF KEAERA BRYANT

By: Keaera Bryant
Keaera Bryant
Named Plaintiff

Dated: July 15, 2024

DEFENDANT RENAISSANCE VILLAGES, INC.

z -----DocuSigned by:
B_y IL Rattan
Title: Al Rattan Manager

Dated: July 15, 2024

DEFENDANT CONTINENTAL EAST DEVELOPMENT, INC.

z -----DocuSigned by:
B_y Al Rattan
Title: Al Rattan Manager

1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY PARAGRAPH 69:

3 Dated: June 6, 2024

SCHNEIDER WALLACE COTTRELL
KONECKY LLP

4
5 By: 
6 Esther L. Bylsma
7 Attorney for Plaintiffs

8 Dated: _____

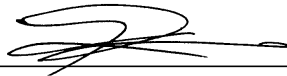
LAWYERS for JUSTICE, PC

9
10 By: _____
11 Joanna Ghosh
12 Attorney for Plaintiffs

13 APPROVED AS TO FORM ONLY:

14 Dated: July 15, 2024

RUTAN & TUCKER, LLP

15 By: 
16 Kenrieth J. Zielinski
17 Attorney for Defendants
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1 APPROVED AS TO FORM ONLY AND AGREE TO BE
2 BOUND BY PARAGRAPH 69:

3 Dated: _____

SCHNEIDER WALLACE COTTRELL
KONECKY LLP

4
5 By: _____
6 Esther L. Bylsma
7 Attorney for Plaintiffs

8 Dated: 06/18/2024

LAWYERS for JUSTICE, PC

9
10 By:  _____
11 Joanna Ghosh
12 Attorney for Plaintiffs

13 APPROVED AS TO FORM ONLY:

14 Dated: _____

RUTAN & TUCKER, LLP

15 By: _____
16 Kenneth J. Zielinski
17 Attorney for Defendants
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19
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

KEAERA BRYANT, individually, and on behalf of other members of the general public similarly situated, the State of California, and other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

v.

RENAISSANCE VILLAGES, INC., a California corporation; CONTINENTAL EAST DEVELOPMENT, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

AND CONSOLIDATED ACTIONS.

Lead Case No. RIC2002756
Consolidated with Case Nos. CVRI2103480 and CVRI2103783

ASSIGNED FOR ALL PURPOSES TO:
HON. HAROLD W. HOPP, DEPT. 1

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT AND FINAL
FAIRNESS HEARING**

YOU MAY BE ENTITLED TO BENEFITS FROM THIS SETTLEMENT. YOUR ESTIMATED CLASS MEMBER SETTLEMENT PAYMENT IS \$ [REDACTED] AND YOUR ESTIMATED PAGA SETTLEMENT PAYMENT IS \$ [REDACTED]. PLEASE CONTINUE READING TO LEARN HOW THIS SETTLEMENT AFFECTS YOUR RIGHTS.

Notice is hereby given that a proposed Settlement Agreement And Stipulation To Resolve Class Action And PAGA Claims (the “**Settlement**” or “**Settlement Agreement**”) has been reached between plaintiff Keara Bryant (“**Plaintiff**”), on the one hand, and Defendants Renaissance Villages, Inc. and Continental East Development, Inc. (collectively, “**Defendants**”), on the other hand, in the consolidated cases entitled (1) *Keara Bryant, Destiny Sierra, et al. v. Renaissance Villages, Inc., et al.*, Riverside County Superior Court Case No. RIC2002756 (the “Bryant Action”); and (2) *Gabriela Cornejo v. Renaissance Villages, Inc., et al.*, Riverside County Superior Court Case No. CVRI2103783 (class action) and CVRI2103480 (PAGA action) (the “Cornejo Actions”) (collectively with the Bryant Action, the “**Actions**”).

The Actions are class action and PAGA representative action lawsuits. Plaintiff and Defendants have reached a settlement of the Actions, and the Riverside County Superior Court (the “**Court**”) has granted preliminary approval of the settlement.

The proposed Settlement will resolve all Released Claims made against Defendants and other Released Parties (defined below and in the Settlement Agreement) on behalf of all “**Class Members**” or the “**Class**,” defined as: all individuals who were employed by Defendants, or either of them, as non-exempt employees in California at Rancho Belago from July 17, 2016 through April 30, 2022 (the “**Class Period**”). If you satisfy this criteria, you are eligible to participate in the class action settlement.

The proposed Settlement will also resolve all PAGA Claims made against Defendants and other Released Parties on behalf of all “**Aggrieved Employees**,” defined as: all individuals who were employed by Defendants, or either of them, as non-exempt employees in California at Rancho Belago from March 8, 2019

through April 30, 2022 (the “**PAGA Period**”). Any Class Member who worked during the PAGA Period will be considered an Aggrieved Employee and therefore, regardless of how they respond to this Notice, all Aggrieved Employees will (i) receive their portion of the PAGA settlement payment; and (ii) release all PAGA Claims against the Released Parties as set forth in the Settlement Agreement.

A. PURPOSE OF THIS NOTICE

The Court has ordered that this Class Notice be sent to you because Defendants’ records reflect that you are a potential member of the Class, as defined above.

The purpose of this Notice is to: (a) provide a brief description of the Actions; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Actions and the Settlement.

B. DESCRIPTION OF THE ACTIONS

The Actions were filed by Plaintiff on behalf of all individuals who were employed by Defendants, or either of them, as non-exempt employees in California at Rancho Belago during the Class Period. As alleged in the Actions, Plaintiff claims that Class Members were wrongfully denied wages and overtime compensation, meal and rest breaks, accurate wage statements, and other rights guaranteed under the California Labor Code.

The Actions assert class allegations against Defendants for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair business practices; and (11) penalties pursuant to the California Private Attorneys General Act.

The Court has made no ruling on the merits of Plaintiff’s claims or Defendants’ defenses. The Court has, however, preliminarily approved the proposed Settlement between Plaintiff and Defendants. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for [hearing date and time], in Department 1 of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

Attorneys for the Class (“**Class Counsel**”) in the Actions are:

SCHNEIDER WALLACE
COTTRELL KONECKY LLP
Carolyn H. Cottrell, Esq.
Esther L. Bylsma, Esq.
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100

LAWYERS for JUSTICE, PC
Edwin Aiwanian, Esq.
Joanna Ghosh, Esq.
Charles T. Sweeny, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 647-9323

Defendants' counsel in the Actions are:

RUTAN & TUCKER, LLP
Maria Z. Stearns, Esq.
Kenneth J. Zielinski, Esq.
Noell C. Rice, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

C. YOUR OPTIONS

If you fit within the above description of the Class, you have several options. Your rights regarding each option, and the procedure you must follow to select each option, are explained below.

1. OPTION 1: Do Nothing and Remain a Member of the Class and Participate in the Class Settlement.

If you want to participate in the Settlement and receive a Participating Class Member Payment (defined below), DO NOT TAKE ANY ACTION. You will automatically be included in the Settlement and will receive a Participating Class Member Payment and if you are an Aggrieved Employee, a portion of the PAGA Payment as detailed below. If you move, make sure you contact the Settlement Administrator at the following address or phone number:

SETTLEMENT ADMINISTRATOR
[INSERT ADDRESS AND PHONE NUMBER]

YOUR ESTIMATED PARTICIPATING CLASS MEMBER PAYMENT IS \$ [REDACTED]. This amount is based on the number of workweeks during which you worked during the Class Period, based on the best information available, which is [REDACTED] workweeks.
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Your estimated share of the Net Class Settlement Amount was calculated by dividing the number of workweeks you worked in a non-exempt, hourly-paid position during the Class Period by the total number of workweeks worked by all Class Members during the Class Period for Renaissance Villages, Inc. in California and multiplying this figure by the Net Class Settlement Amount (the Gross Settlement Amount of \$950,000 minus Class Counsel's attorneys' fees and costs, any enhancement payment to Plaintiff, the PAGA Amount, and settlement administration fees and costs).

If you believe the number of workweeks stated above is incorrect and you wish to challenge it, you must send the enclosed dispute form to the Settlement Administrator, stating what you believe is the correct number of workweeks, and providing any documents or other back-up you have for what you believe is the correct number. This form must be postmarked no later than [date]. You must also provide your name and telephone number. The Parties will have the right to respond to any challenge by a Class Member. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the final approval hearing. If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

If you choose to participate in the Class Settlement, you will be bound by all the terms set forth in the Class Settlement, including a full release of claims for the matters being settled in the Actions.

2. OPTION 2: Opt Out of the Class and Receive Nothing Under the Class Settlement.

If you do not want to remain a member of the Class, you can request exclusion from the Class (i.e., “opt out”). In order to opt out of the Class and the Settlement, you must mail a written, signed request for exclusion to the Settlement Administrator at [insert Settlement Administrator’s address], such that it is postmarked no later than [date]. This request for exclusion must contain the following information:

- (a) your printed full name (and any other names used while employed by Defendant(s));
- (b) a clear reference to the Actions; and
- (c) language indicating that you want to opt out of the Settlement (for example: “I want to opt out of the class action settlement described in the Class Notice I received.”).

This request must be **signed** by you.

If you opt out of the Class, you will no longer be a member of the Class, you will be barred from participating in the class action portion of the Settlement, and you will not receive a Participating Class Member Payment. By opting out of the Class, you will retain whatever individual rights or claims you may have, if any, against Defendant(s), and you will be free to pursue them on an individual basis, if you choose to do so.

If you opt-out of the Settlement, and you are an Aggrieved Employee, you will still receive a payment representing PAGA penalties as an Aggrieved Employee, in which case you would still be bound by the PAGA portion of the Settlement.

3. OPTION 3: Object to the Settlement.

If you are a Class Member who does not opt out of the Class, you may object to the Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator, at [insert Settlement Administrator’s address]. Your objection **must be signed** and must include the following:

- (a) your printed full name (and any other names used while employed by Defendant);
- (b) your full current address;
- (c) a clear reference to the Actions;
- (d) language clearly explaining why you believe the Settlement is unfair or why you are objecting to it; and
- (e) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address and telephone number.

All written objections must be postmarked on or before [date]. Failure to submit a written objection does not waive any Class Member’s right to appear at the Final Fairness Hearing to object orally to the Settlement. If you object to the Settlement and if the Court approves the Settlement as set forth in the Settlement Agreement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

D. SUMMARY OF TERMS OF SETTLEMENT

The principal terms of the Settlement reached between Plaintiff and Defendants are summarized below.

1. Settlement Terms

The Settlement provides that (a) Defendants will pay \$950,000 (the “**Gross Settlement Amount**”) to resolve all claims asserted in the Actions, including Plaintiff’s enhancement award, Class Counsel’s attorneys’ fees and costs, and the costs of settlement administration, as described more fully below; and (b) Defendants

will stipulate to the certification of the Class for settlement purposes only, conditioned upon the Court granting final approval of the Settlement.

- Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees of no more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, will amount to \$332,500.00. In addition, Class Counsel will seek reimbursement of actual costs of no more than \$ [REDACTED], as well as settlement administration costs not to exceed the amount of \$ [REDACTED]. The attorneys' fees and costs will be paid out of the Gross Settlement Amount.
- Named Plaintiff Enhancement Award. Plaintiff will request enhancement award of \$15,000. The enhancement award will be paid out of the Gross Settlement Amount.
- PAGA Amount. Plaintiff will request a payment pursuant to the Private Attorneys General Act ("PAGA") of \$25,000, of which 75% (or \$18,750) will be paid to the Labor & Development Workforce Agency ("LWDA"), and 25% (or \$6,250) will be paid to Aggrieved Employees, as defined by the Settlement Agreement. This PAGA payment will be paid out of the Gross Settlement Amount.
- Payments To Participating Class Members. After the deductions from the Gross Settlement Amount, the remaining amount of approximately \$ [REDACTED] will remain to be distributed to Participating Class Members on a *pro rata* basis based on each Class Member's workweeks worked as a non-exempt employee during the Class Period.
- Payments To Aggrieved Employees. Aggrieved Employees will also receive a *pro rata* portion of \$6,250 (the "**PAGA Payment**"), based on the formula set forth above, limited to workweeks worked during the PAGA Period. The PAGA Payment represents penalties under the Labor Code Private Attorneys General Act. Class Members who opt out of the Settlement and are Aggrieved Employees will still receive their portion of the PAGA Payment and will release all PAGA Claims against the Released Parties.

2. Settlement Payment To You

Section C of this Notice includes the estimated amount that you are entitled to receive under the Class Settlement. The individual settlement payments to Class Members will vary based on a number of factors, including the number of Class Members who participate. If you change your address, please notify the Settlement Administrator.

3. Taxes

For purposes of this Settlement, Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; and (ii) 80% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages and statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099. Prior to mailing your Individual Settlement Payment, the Settlement Administrator will calculate and deduct from your Individual Settlement Payment an amount necessary to pay the required withholdings and taxes, including all payroll taxes. The Settlement Administrator will remit that money to the appropriate governmental agencies. The Settlement Administrator will also issue you appropriate tax forms, including an

IRS Form 1099 and W-2 Form. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

4. Release

The Settlement provides that each Class Member who does not opt out of the Settlement fully releases and discharges Defendants and the Released Parties from, for the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the Operative Complaints; and/or (b) that could have been alleged in the Operative Complaints based upon or arising out of the facts alleged, except those arising under PAGA. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock and undergoing screening and safety procedures; failure to provide meal periods and rest breaks or premium payments; failure to provide and maintain complete and accurate itemized wage statements; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to reimburse business expenses and costs; failure to provide one day's rest in seven; failure to pay reporting time pay; unfair business practices; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Actions (the "**Released Claims**").

Moreover, in exchange for the PAGA Amount recited in this Agreement, all Aggrieved Employees (to the extent permitted by law), and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, forever completely release and discharge Defendants and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. PAGA Claims means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in all the PAGA Notice Letters sent by the plaintiffs Keara Bryant, Destiny Sierra, or Gabriela Cornejo to the Labor and Workforce Development Agency ("**LWDA**") pursuant to Labor Code section 2699.3 on or about May 12, 2020 and May 25, 2021, and/or in the Amended PAGA Notice Letters sent to the LWDA on or about August 2, 2020 and January 21, 2022 asserting that Defendants violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock and undergoing screening and safety procedures; failure to provide meal periods and rest breaks or premium payments; failure to provide and maintain complete and accurate itemized wage statements; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to reimburse business expenses and costs; failure to provide one day's rest in seven; failure to pay reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; in connection with the allegations in the LWDA Notices and Operative Complaints; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.* The Aggrieved Employees and the State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant and any of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent permissible by law.

The **Released Parties** include Renaissance Villages, Inc. and Continental East Development, Inc. and each of their respective current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective insurers, officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

Participating Class Members will be barred from prosecuting any and all Released Claims released

pursuant to the Settlement Agreement against the Released Parties. A complete statement of the release of claims is contained in the Settlement Agreement and is binding on all Class Members who do not opt out of the Settlement. A copy of the Settlement Agreement may be obtained from the Settlement Administrator.

5. Conditions Of The Settlement

The Settlement is conditioned upon the Court entering an Order at or following the Final Fairness Hearing approving the Settlement as fair, reasonable, and adequate and in the best interests of the Class.

6. No Admission Of Liability

Defendant does not admit any wrongdoing or liability, and specifically denies any liability or wrongdoing. The proposed Settlement reflects a compromise of disputed claims and does not mean that Defendant violated any state wage-and-hour laws or is liable for any of the allegations made by Plaintiff.

E. FAIRNESS HEARING ON PROPOSED SETTLEMENT

You are not required to attend the Final Fairness Hearing or file an objection, although you may do both. The Final Fairness Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, costs of administration, the enhancement award to Plaintiff, and Class Counsel's request for attorneys' fees and costs will be held on [hearing date and time], in Department 1 of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

The judge overseeing this case encourages remote appearances. (The Court's remote platform is Zoom.) Class members who wish to appear remotely should contact class counsel at least three court days before the hearing if possible. Instructions for appearing remotely are provided at <https://riverside.courts.ca.gov/remoteppearance> and should be reviewed in advance. The Zoom meeting numbers are provided at <https://riverside.courts.ca.gov/general-information/remotepappearances/remotepappearance-meeting-numbers>. Class members may appear remotely using the Zoom link for the Riverside Historic Courthouse, Department 1 or by calling the toll free conference call number for Department 1. Any class member who wishes to appear in person can do so as well.

The Final Fairness Hearing may be continued to another date without further notice. If you plan to attend the Final Fairness Hearing, you may contact Class Counsel to confirm the date and time.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the plan of distribution, the payment of attorneys' fees and costs, the administration process, the enhancement award to Plaintiff, or any other aspect of the Settlement. If the Settlement is not approved, the Actions will continue to be prepared for class certification, trial, or other judicial resolution. If the Court grants final approval of the settlement, you can view the final approval order and final judgment by visiting www._____.com.

F. ADDITIONAL INFORMATION

This Class Notice only summarizes the Actions, the Settlement, and related matters. You may inspect the Court files at the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501, 7:30 a.m. to 4 p.m. Monday-Friday, except Court holidays. Alternatively, you can view the case records online at the court's website: <https://epublic-access.riverside.courts.ca.gov/public-portal/>. You will need to create a free online account to obtain access to the Court's case search feature. For the *Bryant v. Renaissance Villages, Inc.* case, enter the Case Number RIC2002756 into the "Search By Case Number" search bar, click the "I'm not a robot" box, and click "Search" to view the case record.

Any questions regarding this Class Notice or the Actions may be directed to the Settlement Administrator at [insert Settlement Administrator's address and telephone number]. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address

and telephone number set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

REQUEST FOR EXCLUSION FORM
BRYANT v. RENAISSANCE VILLAGES, INC., ET AL.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
LEAD CASE NO. RIC2002756

You must timely submit a Request for Exclusion if you wish to Opt Out of the Settlement. You may use this Request for Exclusion Form to do so. Incomplete and/or late Requests for Exclusion will be rejected. Your Request for Exclusion must contain a written statement requesting exclusion from the Settlement, your name, your address, your telephone number, and the dates of your employment by Defendants. You must personally sign your Request for Exclusion. You must submit your Request for Exclusion by first-class mail postmarked on or before [REDACTED], and addressed to the Claims Administrator at the following address. If you submit a Request for Exclusion, you will not receive any payment pursuant to the Settlement Agreement but you will not be bound by the Release in the Settlement Agreement.

MAIL TO: [ADD CONTACT INFO]

- (1) Name: _____
- (2) Address: _____
- (3) Telephone Number: _____
- (4) Dates of Employment by Defendants: From _____ to _____

By signing below, I request exclusion from the Settlement Agreement entered between the Parties in Bryant v. Renaissance Villages, Inc. I understand that I will not receive any payment pursuant to the Settlement Agreement and that I will not be bound by the release in the Settlement Agreement.

(Sign your name here)

Date

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

KEAERA BRYANT, individually, and on behalf of other members of the general public similarly situated, the State of California, and other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

v.

RENAISSANCE VILLAGES, INC., a California corporation; CONTINENTAL EAST DEVELOPMENT, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

AND CONSOLIDATED ACTIONS.

Lead Case No. RIC2002756
Consolidated with Case Nos. CVRI2103480 and CVRI2103783

CLASS MEMBER OBJECTION FORM

To: [NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[E-MAIL]
[LAST FOUR DIGITS OF SSN]

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLAS AND PAGA ACTION SETTLEMENT AGREEMENT.

IF YOU DO NOT WISH TO OBJECT TO THE CLASS AND PAGA ACTION SETTLEMENT AGREEMENT, YOU MAY DISREGARD THIS FORM. YOU DO NOT NEED TO DO ANYTHING AND YOU WILL RECEIVE A CHECK BY U.S. MAIL.

Do **NOT** use this form if you wish to dispute your workweeks. If you wish to dispute your dates of employment and/or workweeks, you must produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendants Renaissance Villages, Inc. and/or Continental East Development, Inc. The deadline for Settlement Class Members to submit disputes regarding workweeks is **[DATE]**. If you wish, you may dispute your workweeks and also object to the Class and PAGA Action Settlement Agreement by completing the above procedure **and** filling out this form.

Do **NOT** use this form if you wish to exclude yourself from the Settlement Class. If you wish to exclude yourself from the Settlement Class, use the Request for Exclusion Form instead.

- 1) You wish to inform the Court that you do not agree with the terms of the Class Action Settlement Agreement; AND,**
- 2) You wish to remain a class member of the Settlement Class. [If you exclude yourself from the Settlement Class by submitting a Request for Exclusion Form, you are NOT entitled to object to the Settlement Agreement.]**

If you wish to object to the Class and PAGA Action Settlement Agreement, please explain the reasons for your objection(s), and by signing and dating below and returning this form to the Settlement Administrator below by [DATE]. If the Class Member Objection Form is not postmarked by that date, your objection will not be considered by the Court.

State your reasons for your objection and provide any supporting facts and other relevant information in the space below [attach additional pages if necessary]:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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Dated: _____

[INSERT NAME]

**If you do not wish to object to the Class and PAGA Action Settlement Agreement, PLEASE
DISREGARD THIS FORM and you will receive a check in the mail.**