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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

FATIMA GOODARZI, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,
vs.

BELMONT VILLAGE, L.P., a Delaware limited
partnership; BELMONT VILLAGE ALISO
VIEJO CA LP, a Delaware limited partnership;
BELMONT VILLAGE BERKELEY, LLC, a
Delaware limited liability company; BELMONT
VILLAGE THOUSAND OAKS CA LP, a
Delaware limited partnership; and DOES 1 through
10, inclusive,

Defendants.

MARIANITA YADAO, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,
vs.

BELMONT VILLAGE, L.P., a Delaware limited
partnership; BELMONT VILLAGE ALISO
VIEJO CA LP, a Delaware limited partnership;
BELMONT VILLAGE BERKELEY, LLC, a
Delaware limited liability company; BELMONT
VILLAGE THOUSAND OAKS CA LP, a
Delaware limited partnership; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 20STCV15572

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

Case No. 20STCV22064

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Fatima Goodarzi and Marianita Yadao (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Belmont Village, L.P. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

RECITALS

1. On April 22, 2020, Plaintiff Fatima Goodarzi initiated a putative class and Private Attorneys General Act (“PAGA”) action by filing a Complaint in the Los Angeles County Superior Court on behalf of herself and all current and former non-exempt, hourly employees employed by Defendant in the State of California asserting claims for: (1) Unpaid Overtime, (2) Unpaid Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods, (5) Non-Compliant Wage Statements and Failure to Maintain Payroll Records, (6) Wages Not Timely Paid Upon Termination, (7) Failure to Timely Pay Wages During Employment, (8) Unreimbursed Business Expenses, (9) Unlawful Business Practices, and (10) Unfair Business Practices. On May 29, 2020, Defendant removed this case to federal court.

2. On May 4, 2020, counsel for Ms. Goodarzi sent a PAGA Notice to the California Labor and Workforce Development Agency and Belmont Village. Thereafter, the Parties filed a joint stipulation to allow Plaintiff to file an amended complaint to add a PAGA cause of action, which remained pending before the U.S. District Court. On March 2, 2022, counsel for Ms. Goodarzi sent an amended PAGA Notice to the California Labor and Workforce Development Agency and Belmont Village.

3. On June 8, 2020, Plaintiff Marianita Yadao filed a class action Complaint in the Los Angeles County Superior Court alleging class action claims on behalf of herself and all current and former non-exempt, hourly employees employed by Defendant in the State of California asserting claims for: (1) Failure to Provide Meal Periods, (2) Failure to Authorize and Permit Rest Periods, (3) Failure to Provide Accurate Itemized Wage Statements, (4) Wages Not Timely Paid Upon Termination, (5) Unfair Business Practices, and (6) PAGA. On July 17, 2020, Defendant removed this case to federal court.

4. On August 10, 2020, the U.S. District Court to which the Actions (as defined below)

1 were assigned granted the parties' stipulation to consolidate the Actions for all purposes.

2 5. The Parties mediated this case with experienced employment mediator, Jeffrey Ross,
3 Esq. on or about February 23, 2022 and exchanged formal discovery in advance of the mediation. At the
4 conclusion of the mediation, the Parties reached the terms of a class-wide and PAGA settlement, subject
5 to this more comprehensive, long-form settlement agreement.

6 6. Pursuant to the terms of the Agreement, the Parties will file a stipulation to remand the
7 Actions to the Superior Court of California, County of Los Angeles.

8 **DEFENDANT'S DENIAL OF LIABILITY OR WRONGDOING**

9 Defendant denies all of the claims and contentions alleged by the Class Representatives in the
10 Actions. Nonetheless, Defendant has concluded that continued litigation of the Actions could be
11 protracted and expensive, and it is desirable that the Actions be fully and finally settled in the manner and
12 upon the terms and conditions set forth in this Settlement Agreement.

13 In addition, Defendant has taken into account the uncertainty and risks inherent in any litigation,
14 particularly class action litigation, which includes unique and time-consuming procedural requirements.
15 In light of the above, Defendant has determined that it is desirable and beneficial to it that the Actions be
16 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

17 **CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF** 18 **SETTLEMENT**

19 The Class Representatives believe that the claims asserted in the Actions have merit and that
20 evidence developed to date supports Plaintiffs' claims. The Class Representatives and Class Counsel
21 recognize and acknowledge, however, that the expense and length of the type of continued proceedings
22 necessary to prosecute the Actions against Defendant through certification, trial, and appeals. The Class
23 Representatives and Class Counsel have also taken into account the uncertain outcome and the risk of
24 any litigation, especially in putative class actions such as the Actions, as well as the difficulties and
25 delays inherent in such litigation. The Class Representatives and Class Counsel are also mindful of the
26 inherent problems of proof in establishing and overcoming potential defenses to the claims asserted in
27 the Actions. In light of these considerations, the Class Representatives and Class Counsel believe that
28 the Settlement confers substantial benefits and is in the best interests of the Class Representatives and the

1 Class.

2 **TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

3 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
 4 Class Representatives, for themselves and on behalf of all others similarly situated to them and as
 5 defined below, on the one hand, and Defendant on the other hand, with the assistance of their respective
 6 counsel of record, that, as among the Settlement Class and PAGA Members (as defined below), the
 7 Actions, the Released Class Claims, and the Released PAGA Claims shall be finally and fully
 8 compromised, settled, and released, subject to the terms and conditions of this Settlement Agreement.
 9

10 **DEFINITIONS**

11 The following definitions are applicable to this Settlement Agreement. Definitions contained
 12 elsewhere in this Settlement Agreement will also be effective:

13 1. “Actions” means *Fatima Goodarzi v. Belmont Village, L.P.* (Los Angeles County
 14 Superior Court Case No. 20STCV15572, U.S. District Court Case No. 2:20-cv-04827-GW-AS) and
 15 *Marianita Yadao v. Belmont Village, L.P.*, (Los Angeles County Superior Court Case No.
 16 20STCV22064, U.S. District Court Case No. 2:20-cv-06403-GW-AS).

17 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
 18 approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket
 19 costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to
 20 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
 21 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
 22 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions.
 23 Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement
 24 Amount, or One Million Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$1,083,333).
 25 The “Attorneys’ Fees and Costs” will also mean and include the additional reimbursement of any costs
 26 and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to Thirty
 27 Thousand Dollars (\$30,000), subject to the Court’s approval. Defendant has agreed not to oppose Class
 28 Counsel’s request for fees and reimbursement of costs as set forth above.

1 3. “Class Counsel” means Capstone Law APC and Diversity Law Group, APC.

2 4. “Class List” means a confidential and complete list of all Class Members that Defendant
3 will diligently and in good faith compile from its records and provide to the Settlement Administrator
4 within twenty (20) business days after Preliminary Approval of this Settlement. The Class List will be
5 formatted in Microsoft Office Excel and will include each Class Member’s full name; last known
6 mailing address; Social Security number; the start and end dates of active employment as a non-exempt
7 employee of Defendant in California during the Class Period; the respective number of Workweeks that
8 each Class Member worked during the Class Period and PAGA Period; and any other relevant
9 information required by the Settlement Administrator to effectuate the terms of the Settlement.

10 5. “Class Member(s)” or “Settlement Class” means all current and former non-exempt,
11 hourly employees employed by Defendant in the State of California at any time between April 22, 2016
12 and the earlier of May 24, 2022 or the date of Preliminary Approval, who do not timely opt-out.

13 6. “Class Period” means the period from April 22, 2016 and the earlier of May 24, 2022 or
14 the date of Preliminary Approval.

15 7. “Class Representative Enhancement Payments” means the amounts to be paid to
16 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
17 and for their general release of claims. Subject to the Court granting final approval of this Settlement
18 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
19 Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) each.

20 8. “Court” means the Los Angeles County Superior Court.

21 9. “Defendant” means Defendant Belmont Village, L.P.

22 10. “Final Effective Date” means the later in time of: (i) thirty (30) calendar days after entry
23 of the order of final approval and Judgment, if no objections to final approval were made and there is no
24 filing of a motion to intervene or a motion to set aside and vacate the Judgment or notice of appeal; (ii) if
25 objections to final approval were made, or a motion to intervene or motion to set aside and vacate the
26 class Judgment is filed, ten (10) calendar days after the expiration of time to appeal the Judgment and
27 rulings on the foregoing motions, with no timely appeal filed; (iii) if an appeal or other effort to obtain
28 review has been initiated, ten (10) calendar days after the date after such appeal or other review has been

1 finally concluded, affirming final approval, and is no longer subject to review.

2 11. "Final Approval" means the date on which the Court enters an order granting final
3 approval of the Settlement Agreement.

4 12. "Gross Settlement Amount" means the Gross Settlement Amount of Three Million Two
5 Hundred Fifty Thousand Dollars (\$3,250,000), to be paid by Defendant in full satisfaction of all
6 Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
7 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement
8 Amount, and Settlement Administration Costs. In no event will Defendant be liable for more than the
9 Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of
10 the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer
11 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall
12 not be paid from the Gross Settlement Amount.

13 13. "Individual Settlement Payment" means each Participating Class Member's and PAGA
14 Member's respective shares of the Net Settlement Fund and PAGA Fund.

15 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
16 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
17 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
18 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
19 Defendant.

20 15. "Notice of Objection" means a Class Member's valid and timely written objection to the
21 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full
22 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
23 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
24 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
25 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the
26 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,
27 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
28 Settlement, by appeal or otherwise.

1 16. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
2 attached as Exhibit A.

3 17. “PAGA Members” means all current and former non-exempt, hourly employees
4 employed by Defendant in the State of California at any time between May 4, 2019 and the earlier of
5 May 24, 2022 or the date of Preliminary Approval.

6 18. “PAGA Period” means the period from May 4, 2019 and the earlier of May 24, 2022 or
7 the date of Preliminary Approval.

8 19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
9 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
10 Plaintiffs’ claim under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
11 “PAGA”) (“PAGA Settlement”). The Parties have agreed that One Hundred Thousand Dollars
12 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
13 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
14 Settlement Amount will be paid to the LWDA (“Labor and Workforce Development Agency
15 Payment”), and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), of the PAGA
16 Settlement will be disbursed to the PAGA Members, regardless of whether they request to be excluded
17 from the Settlement Class.

18 20. “Parties” means Plaintiffs and Defendant collectively.

19 21. “Participating Class Members” means all Class Members who do not submit timely and
20 valid Requests for Exclusion.

21 22. “Plaintiffs” means Plaintiffs Fatima Goodarzi and Marianita Yadao.

22 23. “Preliminary Approval” means the date on which the Court enters an order granting
23 preliminary approval of the Settlement Agreement.

24 24. “Released Class Claims” shall include, but not be limited to, all claims for the failure to
25 pay minimum wages, failure to pay overtime wages, failure to provide meal periods and pay meal period
26 premiums, failure to authorize and permit rest periods and failure to pay rest period premiums, failure to
27 pay timely all wages due upon separation of employment (which attaches to all claims for unpaid wages
28 which are known or unknown, under any theory of liability, whether for off-the-clock work,

1 interruptions of meal and rest periods, calculation of the regular rate of pay, and sick pay), failure to pay
2 timely wages during employment, failure to provide accurate itemized wage statements, failure to keep
3 requisite payroll records, failure to reimburse necessary business expenses, violation of Business and
4 Professions Code § 17200, failure to pay sick and vacation pay, and violations of Labor Code §§ 200,
5 201, 202, 203 (derivative of any known or unknown unpaid wages theory), 204, 218.5, 221, 226(a)
6 (derivative of any known or unknown unpaid wages theory), 226.7, 227.3, 246, 246.5, 247.5, 248.5, 510,
7 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil Procedure § 1021.5, and
8 applicable IWC Wage Orders.

9 25. “Released PAGA Claims” means all claims for violations of California Labor Code §§
10 2698, *et seq.* (PAGA) based on all alleged violations of the California Labor Code set forth in Paragraph
11 24 above, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

12 26. “Released Parties” shall include Defendant and: (i) any direct or indirect parents,
13 subsidiaries, divisions, affiliates, and related entities of Defendant; (ii) any predecessors, successors, or
14 assigns of any of the foregoing (i); and (iii) any past, present, or future employees, officers, directors,
15 affiliates, partners, joint venturers, coventurers, licensors, licensees, principals, members, managers,
16 managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers,
17 trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the
18 foregoing (i)-(ii) in his, her, or its capacity as such.

19 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
20 request to be excluded from the Settlement Class. The Request for Exclusion must: (i) set forth the name,
21 address, telephone number, and last four digits of the Social Security Number of the Class Member
22 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
23 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
24 and (v) be faxed or postmarked on or before the Response Deadline.

25 28. “Response Deadline” means the deadline by which Class Members must postmark or
26 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
27 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
28 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of

the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

29. "Settlement Administration Costs" means the costs approved by the Court payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately Seven Thousand (7,000) Class Members, the Settlement Administration Costs are currently estimated to be Forty-Five Thousand Dollars (\$45,000).

30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. "Workweeks" means the number of weeks worked by Participating Class Members during the Class Period that is established by Defendant and based on a reasonable search of available time and/or pay records. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay

1 the employer's share of payroll taxes separately. After the Final Effective Date, the Gross Settlement
2 Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class
3 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement
4 Administration Costs. Defendant will deposit the Gross Settlement Amount within fourteen (14)
5 calendar days after the Final Effective Date ("Funding Date"). Defendant will fund its share of the
6 payroll taxes directly to the Settlement Administrator.

7 33. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
8 motion by Class Counsel for attorneys' fees of not more than One Million Eighty-Three Thousand Three
9 Hundred Thirty-Three Dollars (\$1,083,333), plus the reimbursement of all out-of-pocket costs and
10 expenses associated with Class Counsel's litigation and settlement of the Actions (including
11 expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars (\$30,000), both
12 of which will be paid from the Gross Settlement Amount. Class Counsel will divide the award of
13 attorneys' fees as follows: 75% to Capstone Law APC and 25% to Diversity Law Group, APC.

14 34. Class Representative Enhancement Payment. In exchange for a general release of all
15 claims, and in recognition of their effort and work in prosecuting the Actions on behalf of Class
16 Members, Defendant agrees not to oppose or impede any application or motion for Class Representative
17 Enhancement Payments of Ten Thousand Dollars (\$10,000) each, subject to Court Approval. The Class
18 Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in
19 addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Plaintiffs will be
20 solely and legally responsible for paying any and all applicable taxes on the Class Representative
21 Enhancement Payments.

22 35. Settlement Administration Costs. The Settlement Administrator will be paid for the
23 reasonable costs of administration of the Settlement and distribution of payments from the Gross
24 Settlement Amount, which is currently estimated to be Forty-Five Thousand Dollars (\$45,000). These
25 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
26 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
27 Notice Packets in English and Spanish, calculating and distributing the Gross Settlement Amount, and
28 providing necessary reports and declarations.

36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

37. No Right to Exclusion or Objections by PAGA Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no PAGA Member has the right to object to the terms of the Settlement Agreement.

38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

40. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

40(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of

1 Workweeks, resulting in the “Workweek Value.” Each Class Member’s
2 “Individual Settlement Payment” will be calculated by multiplying each
3 individual Class Member’s total number of Workweeks by the Workweek
4 Value. The Individual Settlement Payment will be reduced by any required
5 deductions for each Participating Class Member as specifically set forth
6 herein, including employee-side tax withholdings or deductions. The entire
7 Net Settlement Fund will be disbursed to all Class Members who do not
8 submit timely and valid Requests for Exclusion. If there are any valid and
9 timely Requests for Exclusion, the Settlement Administrator shall
10 proportionately increase the Individual Settlement Payment for each
11 Participating Class Member according to the number of Workweeks
12 worked, so that the amount actually distributed to the Settlement Class
13 equals 100% of the Net Settlement Fund.

14 40(b) Payments from the PAGA Fund. Defendant will calculate the total number
15 of Workweeks worked by each PAGA Member during the PAGA Period
16 and the aggregate total number of Workweeks worked by all PAGA
17 Members during the PAGA Period. To determine each PAGA Member’s
18 estimated “Individual Settlement Payment,” the Settlement Administrator
19 will use the following formula: The PAGA Fund will be divided by the
20 aggregate total number of Workweeks, resulting in the “PAGA Workweek
21 Value.” Each PAGA Member’s “Individual Settlement Payment” will be
22 calculated by multiplying each individual PAGA Member’s total number of
23 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
24 be disbursed to all PAGA Members.

25 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
26 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
27 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
28 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)

1 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.

2 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
3 or amounts to which any Class Members may be entitled under any benefit plans.

4 42. Administration Process. The Parties agree to cooperate in the administration of the
5 settlement in good faith and to make all reasonable efforts to control and minimize the costs and
6 expenses incurred in administration of the Settlement.

7 43. Delivery of the Class List. Within twenty (20) business days of Preliminary Approval,
8 Defendant will provide the confidential Class List to the Settlement Administrator.

9 44. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the Class
10 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
11 regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

12 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
13 Administrator will perform a search based on the National Change of Address Database for information
14 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
15 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
16 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
17 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
18 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
19 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
20 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
21 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
22 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a
23 Notice of Objection to the Settlement.

24 46. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
25 will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's
26 principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of
27 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class
28 Period and PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual

1 Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which
2 comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion
3 or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Requests
4 for Exclusion, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

5 47. Disputed Information on Notice Packets. Class Members will have an opportunity to
6 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
7 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
8 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
9 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
10 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
11 and will be decided within ten (10) business days after the Response Deadline.

12 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
15 receiving the defective submission to advise the Class Member that his or her submission is defective
16 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
17 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
18 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
19 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

20 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
22 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
23 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted.

25 50. Escalator Clause. If the number of Workweeks worked by the Settlement Class during
26 the Class Period exceeds Four Hundred Forty-Eight Thousand Five Hundred (448,500) by more than ten
27 percent (10%), the Gross Settlement Amount will increase in the exact proportionate amount as any
28 additional Workweeks beyond ten percent (10%) (e.g., a 12% increase in Workweeks = a 2%

proportionate increase in Gross Settlement Amount).

51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

52. Releases by Participating Class Members. Upon the Funding Date, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

53. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

54. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

55. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written

1 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
2 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
3 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
4 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
5 Class Member shall not participate in or be bound by the Settlement.

6 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
7 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
8 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
9 the Settlement, and whether any Class Member has submitted a challenge to any information contained
10 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
11 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

12 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
13 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class
14 Members and PAGA Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement
15 Administrator will also issue a payment to itself for Court-approved services performed in connection
16 with the Settlement.

17 58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
18 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
19 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State
20 Controller's Office, Unclaimed Property Division.

21 59. Certification of Completion. Upon completion of administration of the Settlement, the
22 Settlement Administrator will provide a written declaration under oath to certify such completion to the
23 Court and counsel for all Parties.

24 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
25 be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be
26 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty (80%) will be allocated as
27 non-wages for which IRS Forms 1099-MISC will be issued.

28 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator

1 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
2 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
3 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
4 and penalties to the appropriate government authorities.

5 62. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
6 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
7 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
8 regard.

9 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
10 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
11 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
12 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
13 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
14 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
15 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
16 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
17 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
18 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
19 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
20 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
21 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
22 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
23 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
24 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
25 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
26 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
27 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
28 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
3 AGREEMENT.

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

8 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
9 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
10 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
11 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
12 likewise be treated as void from the beginning.

13 66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
14 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
15 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
16 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness
17 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
18 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
19 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
20 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
21 drafting the Motion for Preliminary Approval and all documents necessary to obtain preliminary
22 approval and will allow defense counsel a reasonable opportunity to comment and have input on the
23 Motion for Preliminary Approval, particularly as to information that Defendant considers confidential,
24 proprietary, or trade secret.

25 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
26 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
27 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
28 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)

1 the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the Labor
2 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final
3 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
4 Counsel will be responsible for drafting the Motion for Final Approval and all documents necessary to
5 obtain final approval, and will allow defense counsel a reasonable opportunity to comment and have
6 input on said motion, particularly as to information that Defendant considers confidential, proprietary, or
7 trade secret. Class Counsel will also be responsible for drafting the attorneys' fees and costs application
8 to be heard at the final approval hearing.

9 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
10 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
11 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
12 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
13 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
14 as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
15 Administrator's website.

16 69. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
17 all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the
18 fullest extent permitted by law, of and from any and all claims, obligations, demands, actions, rights,
19 causes of action, and liabilities of whatever kind and nature, character and description, whether in law or
20 equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation,
21 constitution, common law, or other source of law or contract, whether known and unknown, asserted and
22 not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
23 this Settlement Agreement, including but not limited to all claims which relate in any way to the
24 Plaintiffs' employment with or termination of employment from Defendant or any of the other Released
25 Parties. To the extent the foregoing release is a release to which Section 1542 of the California Civil
26 Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all
27 rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code
28 or similar provisions of applicable law which are as follows:

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

7 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
8 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
9 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

10 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
11 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
12 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
13 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
14 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
15 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
16 contradict the terms of this Settlement Agreement.

17 72. Amendment or Modification. No amendment, change, or modification to this Settlement
18 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

19 73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
22 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
23 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
24 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
25 reach agreement on the form or content of any document needed to implement the Settlement, or on any
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
27 may seek the assistance of the Court to resolve such disagreement.

28 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

4 76. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
7 copies of the signature page, will be deemed to be one and the same instrument.

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

14 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
17 valid and enforceable.

18 79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
19 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
20 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
21 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

22 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
23 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
24 approved, the stipulation to certification will be void. The Parties further agree that certification for
25 purposes of the Settlement is not an admission that class action certification is proper under the standards
26 applied to contested certification motions and that this Settlement Agreement will not be admissible in
27 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
28 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

1 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
3 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
4 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
5 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
6 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
7 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
8 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
9 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
10 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
11 offered or received as evidence in any action or proceeding to establish any liability or admission on the
12 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
13 compliance with, federal, state, local or other applicable law.

14 82. No Public Comment: The Parties and their counsel agree that they will not issue any
15 press releases, initiate any contact with the press, respond to any press inquiry, or have any
16 communication with the press about the fact, amount or terms of the Settlement.

17 83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
18 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
19 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal
21 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
22 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
23 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
24 expert witness fees incurred in connection with any enforcement actions.

25 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
27 more strictly against one party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

1 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

2 86. Representation By Counsel. The Parties acknowledge that they have been represented
3 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
4 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
5 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

6 87. All Terms Subject to Final Court Approval. All amounts and procedures described in
7 this Settlement Agreement herein will be subject to final Court approval.

8 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
9 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
10 Settlement Agreement.

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

16 **READ CAREFULLY BEFORE SIGNING**

17 **PLAINTIFF**

18 Dated: 4/4/2022

DocuSigned by:
Fatima Goodarzi
369D902D3D00407
19 Fatima Goodarzi

20
21
22 Dated: 4/4/2022

PLAINTIFF
Marianita Yadao
23

24
25
26 Dated: 4/11/2022

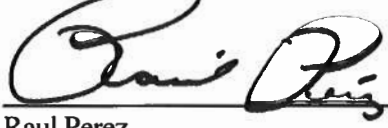
27 **DEFENDANT**

Leslie White
Leslie White, Esq.
On behalf of Belmont Village, L.P.
28

1 **APPROVED AS TO FORM:**

2 **CAPSTONE LAW APC**

3
4 Dated: April 4, 2022

By: 

Raul Perez

Attorneys for Plaintiff Fatima Goodarzi

6
7 **DIVERSITY LAW GROUP, APC**

8
9 Dated: April 5, 2022

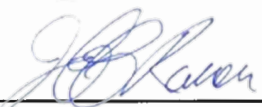
By: 

Larry Lee

Attorneys for Plaintiff Marianita Yadao

11
12 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

13
14 Dated: April 11, 2022

By: 

Jeffrey S. Ranen

Attorneys for Defendant Belmont Village, L.P.

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

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

To: All current and former non-exempt, hourly employees employed by Defendant Belmont Village, L.P. (“Defendant”) in the State of California at any time between April 22, 2016 and May 24, 2022, who do not timely opt-out (“Class Members”).

All current and former non-exempt, hourly employees employed by Defendant in the State of California at any time between May 4, 2019 and May 24, 2022 (“PAGA Members”).

On _____, the Honorable Daniel J. Buckley of the Los Angeles County Superior Court granted preliminary approval of this class action settlement (“Preliminary Approval”) and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and are therefore entitled to a payment from the settlement.** All checks may be cashed for 180 days—checks that are not cashed within 180 days will be tendered to the State Controller’s Office, Unclaimed Property Division in the name of the Class Member.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2022 in Department 1 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing in person or telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/). A prescheduled appointment is currently necessary to review any documents in the clerk’s office. Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time.

The purpose of this Notice is to provide you with a brief description of the lawsuits, the investigation of the claims that has been conducted to date, and to inform you of the terms of the proposed settlement and your rights and options in connection with the lawsuits and the settlement.

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

Summary of the Litigation

The following recitation does not constitute the findings of the Court. It should not be understood to be an expression of the Court’s views on the merits of any claim or defense raised by the parties.

Plaintiffs Fatima Goodarzi and Marianita Yadao, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the lawsuits. On February 23, 2022, the parties participated in a mediation with Mr. Jeffrey Ross, an experienced and well-respected class action mediator. With Mr. Ross's guidance, the parties were able to negotiate the terms of a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Diversity Law Group, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the Plaintiffs' lawsuits and the applicable law. While Class Counsel believe that the claims alleged in the lawsuits have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

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

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the lawsuits in exchange for a Gross Settlement Amount of \$3,250,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members;¹ (2) Class Representative Enhancement Payments of \$10,000, each, to Plaintiffs Fatima Goodarzi and Marianita Yadao for their services on behalf of the class, and for a release of all claims, including those arising out of their employment with Defendant; (3) \$1,083,333 in attorneys' fees and up to \$30,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$45,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from April 22, 2016 and _____ May 24, 2022 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

¹ "Participating Class Members" means all Class Members who do not submit a timely and valid Requests for Exclusion.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from May 4, 2019 and the [earlier of May 24, 2022 or the date of Preliminary Approval] (“PAGA Period”) and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

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

Settlement Administrator
c/o _____
Fax No. _____

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

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released and waived the Released PAGA Claims and/or the Released Class Claims and :

Released Class Claims: All claims for the failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and pay meal period premiums, failure to authorize and permit rest periods and failure to pay rest period premiums, failure to pay timely all wages due upon separation of employment (which attaches to all claims for unpaid wages which are known or unknown, under any theory of liability, whether for off-the-clock work, interruptions of meal and rest periods, calculation of the regular rate of pay, and

sick pay), failure to pay timely wages during employment, failure to provide accurate itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, violation of Business and Professions Code § 17200, failure to pay sick and vacation pay, and violations of Labor Code §§ 200, 201, 202, 203 (derivative of any known or unknown unpaid wages theory), 204, 218.5, 221, 226(a) (derivative of any known or unknown unpaid wages theory), 226.7, 227.3, 246, 246.5, 247.5, 248.5 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil Procedure § 1021.5, and applicable IWC Wage Orders.

Released PAGA Claims: All claims for violations of California Labor Code §§ 2698, *et seq.* (PAGA) based on all alleged violations of the California Labor Code set forth in the Released Class Claims above, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2022. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2022, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- You will, however, release the Released PAGA Claims, and will receive a payment from the PAGA Fund if you are a PAGA Member.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2022. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

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

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

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

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.