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10 Attorneys for Plaintiff Ericka Monique Carroll,
on behalf of herself and all others similarly situated
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 ERICKA MONIQUE CARROLL, an
15 individual, on behalf of herself and others
16 similarly situated,

17 Plaintiff,

18 vs.

19 L.A. FAMILY HOUSING LLC, a California
limited liability company; L.A. FAMILY
HOUSING CORPORATION, a Business
20 entity of unknown origin; and DOES 1
through 50, inclusive,

21 Defendants.
22

Case No. 20STCV04474

Judge: Hon. Maren Nelson

Department: 17, Spring Street Courthouse

CLASS ACTION

**SECOND SUPPLEMENTAL
DECLARATION OF DAVID YEREMIAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT**

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1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am the managing attorney of David Yeremian & Associates, Inc., counsel for Plaintiff Ericka Monique Carroll (“Plaintiff”) on behalf of herself and similarly situated employees of Defendant L.A. Family Housing Corporation (“Defendant”). I and my firm are referred to herein as Class Counsel. I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

2. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I have represented Plaintiff and the putative Class since the inception of this matter. I submit this Declaration in support of the Motion for Preliminary Approval, filed by Plaintiffs Ericka Carroll, Blake Wellington, and Betty Perez (hereinafter “Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendant, and without opposition from Defendant, for preliminary approval of the parties’ Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”)

3. On November 1, 2021, this Court issued an Order regarding Plaintiffs' motion for preliminary approval of class action settlement. This declaration is intended to address the issues raised by the Court in that Order.

4. Attached hereto is the second revised Stipulation of Settlement of Class Action Settlement (“Revised Stipulation of Settlement”), as **Exhibit 1**(a redlined version is attached as **Exhibit 2**) and a Revised Notice of Class Action Settlement (“Revised Notice”) as **Exhibit A** (a redlined version is attached as **Exhibit B**) respectively.

26 5. Filed concurrently herewith is the declaration of Jarrett Gorlick that supports the
27 conclusion that the sampling provided by Defendant was sufficient to provide useful data.
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1 appear at the final approval hearing to speaking regarding his or her objection regardless of
2 whether they submitted a written objection (p. 19:3-5). The Revised Notice§ IV (C) provides
3 similar information. (p. 7).

4 15. The Revised Notice now does not include in § III (A) the released claims language
5 which is now in § III (H (p. 5).

6 16. The Revised Notice in § IV (B) informs the class that PAGA claims will be released
7 and PAGA Members will be entitled to their portion of the PAGA penalty regardless of whether
8 or not the Class Member opts out (p. 7).

9 17. The Revised Notice in § IV (B) now references to the Released Claims stated in § IV
10 (H) (p. 7).

11 18. The Revised Notice now refers to Plaintiff Carrol as Ericka Carroll to be consistent.

12 **Fees Split**

13 19. West Coast Employment Lawyers, Aegis Law Firm, PC, have an agreement with
14 David Yeremian & Associates, Inc. and Davtyan Law Firm to share fees on a 10%/10%/ 80%
15 fee split basis. David Yeremian & Associates, Inc. and Davtyan Law Firm are receiving 80%,
16 West Coast Employment Lawyers are receiving 10% and Aegis Law Firm, PC are receiving 10%.
17 Additionally, Davtyan Law Firm has an agreement with David Yeremian & Associates, Inc. to
18 share fees on a 65%/ 35% fee split basis with David Yeremian & Associates, Inc. receiving 65%
19 and Davtyan Law Firm receiving 35%. The fee arrangements were documented in writing and
20 disclosed to Plaintiffs who signed acknowledgments pursuant to Cal. Rules of Professional
21 Conduct, Rule 1.5.1.

22 **Adequacy of Class Counsel**

23 20. Filed concurrently herewith are the declarations Attorneys Ronald L. Zambrano and
24 Emil Davtyan filed that indicate all cases (with case numbers) regarding approval by the Court to
25 act as class counsel.

26 **Submission of Settlement to the LWDA**

27 21. On April 11, 2022 Plaintiff's counsel submitted the proposed Revised Stipulation of
28 Settlement to the LWDA. **Exhibit 3** is a true and correct copy of the notice to the California

1 Labor Workforce and Development Agency of the Stipulation sent on April 11, 2022.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

4 Executed this 11th day of April 2022, at Glendale, California.

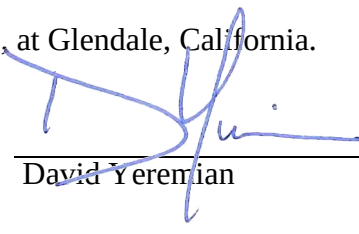
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EXHIBIT 1

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(erroneously named as L.A. FAMILY HOUSING LLC)

Additional Counsel Listed On Next Page

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

ERICKA MONIQUE CARROLL, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

L.A. FAMILY HOUSING LLC, a California
limited liability company; L.A. FAMILY
HOUSING CORPORATION, a Business entity
of unknown origin; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV04474

Complaint Filed: February 4, 2020

First Amended: July 17, 2020

Trial Date: None Set

CLASS ACTION

[Assigned for All Purposes To Hon. Maren
Nelson, Dept. SS17]

**SECOND AMENDED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT**

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Attorneys for Plaintiff, BLAIKE WELLINGTON,
on behalf of herself and all others similarly situated

1 **TO THE HONORABLE COURT:**

2 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs, Ericka Carroll, Blaike
4 Wellington, and Betty Perez (“Plaintiffs” or “Class Representatives”), on behalf of themselves and
5 all others similarly situated, and Defendant, L.A. Family Housing Corporation, a California
6 domestic nonprofit (“Defendant”) (collectively Defendant and Plaintiffs will be collectively
7 referred to as the “Parties”) as set forth below:

8 **CONDITIONAL NATURE OF THIS STIPULATION**

9 This Stipulation and Agreement to Settle Class Action, including all associated exhibits or
10 attachments (herein “Stipulation”), is made for the sole purpose of resolving the above-captioned
11 matter (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it evidences is
12 made in compromise of disputed claims. Because the Litigation was filed as a class action, this
13 settlement must receive preliminary and final approval from the Court. Accordingly, Defendant
14 and the Class Representatives enter into this Stipulation and associated settlement on a conditional
15 basis. In the event that the Court does not execute and file the Order Granting Final Approval of
16 Settlement, or in the event that the Court does not enter the Judgment (as defined below), or in the
17 event that the associated Judgment does not become Final (as defined below) for any reason, this
18 Stipulation shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not
19 be referred to or used for any purpose whatsoever, and the negotiation, terms and entry of it shall
20 remain subject to the provisions of California Evidence Code §§ 1119 and 1152.

21 Defendant denies all of the claims as to liability, damages and restitution as well as the
22 class allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
23 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
24 does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations
25 in the Litigation upon all procedural and factual grounds, including without limitation the ability
26 to challenge class treatment on any grounds or to assert any and all defenses or privileges. The
27 Class Representatives and their counsel agree that Defendant retains and reserves these rights. In
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1 particular, the Class Representatives and their counsel waive and agree not to argue or to present
2 any argument that Defendant would be estopped from contesting class certification because they
3 have entered into this Stipulation. In addition, the settling Parties recognize and agree that under
4 California law, which is applicable here, courts impose a lesser burden for certification for
5 settlement classes than they do for contested classes. The Parties agree that the Stipulation of
6 Settlement of Class Action and Release of Claims entered into on or about May of 2021, is void and
7 superseded by this Settlement Agreement.

8 **DEFINITIONS**

9 As used in all parts of this Stipulation (including the exhibits which are incorporated as part
10 of the Stipulation), the following terms have the meanings specified below:

11 1. “Action” collectively refers to all causes of actions, claims, and allegations in the
12 Second Amended Complaint filed on April 27, 2021 in the matter entitled *Ericka Carroll v L.A.*
13 *Family Housing, LLC, et al.*, Los Angeles Superior Court Case No. 20STCV04474¹.

14 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
15 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-
16 pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited
17 to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
18 providing any notices required as part of the Settlement or Court order, securing the Court’s
19 approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment
20 terminating the Action.

21 3. “Class Counsel” collectively means to include the attorneys of record for the Class
22 Representatives and Class Members, *i.e.*, David Yeremian and Roman Shkodnik of David
23 Yeremian & Associates, Inc.; Emil Davtyan of Davtyan Law Firm, Ronald L. Zambrano of West
24 Coast Employment Lawyers, APLC, and Kashif Haque and Jessica L. Campbell of AEGIS Law
25 Firm, PC.

26 ¹ The Named Plaintiffs in the following matters dismissed their respective actions and were added as
27 named plaintiffs in the Second Amended Complaint in the Action: (i) *Blaike Wellington v L.A Family Housing, LLC,*
28 *et al.*, Los Angeles Superior Court Case No. 20STCV07797; and (ii) *Betty Perez v. L.A. Family Housing Corporation,*
et al., Los Angeles Superior Court Case No. 20STCV41617.

1 4. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from its records and provide to the Settlement Administrator
3 and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement.
4 The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s
5 full name; most recent mailing address and telephone number (if available); Social Security
6 number; dates of employment; and the respective number of Pay Periods that each Class Member
7 worked during the Class Period and PAGA Period. The Class List will be treated as confidential,
8 disclosed only to the Settlement Administrator, and used for Settlement purposes only.

9 5. “Class Member(s)” or “Settlement Class” means all current and former non-exempt
10 employees of Defendant who worked in California during the Class Period (or if any such person is
11 incompetent, deceased, or unavailable due to military service, the person’s legal representative or
12 successor in interest evidenced by reasonable verification). Class Members shall not include any
13 person who submits a timely and valid Request for Exclusion.

14 6. “Class Period” means the period from February 4, 2016 through June 9, 2021.

15 7. “Class Representatives 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
17 Members, and for their general release of claim, including a Civil Code § 1542 waiver.

18 8. “Class Workweeks” means the numbers of workweeks worked by Class Members
19 as a non-exempt hourly employee for Defendant from February 4, 2016 to June 9, 2021.

20 9. “Class Workweek Value” means the value of each compensable Class Workweek.
21 Defendant will calculate the total number of Class Workweeks worked by each participating Class
22 Member during the Class Period and the aggregate total number of Class Workweeks worked by all
23 participating Class Members during the Class Period. To determine each participating Class
24 Member’s estimated Individual Class Settlement Payment from the Net Settlement Amount, the
25 Settlement Administrator will use the following formula: The Net Settlement Amount will be
26 divided by the aggregate total number of Class Workweeks in the Class Period, resulting in the
27 participating Class Member’s “Class Workweek Value.”

28 10. “Court” means the Superior Court of California, County of Los Angeles.

1 11. “Defendant” means L.A. Family Housing Corporation, a California Domestic
2 Nonprofit.

3 12. “Effective Date” means the date by which the Judgment approving the Settlement
4 Agreement becomes Final.

5 13. “Final” means the date by which the Court’s order granting Final Approval of this
6 Joint Stipulation and Judgment becomes final. The Judgment becomes final upon the following
7 events: (a) upon the Court issuing an order granting Final Approval of this Joint Stipulation and
8 entering Judgment thereon; and (b) the later of the following events:: (i) the day immediately after
9 the last day by which a notice of appeal of Judgment may be timely filed with the California Court
10 of Appeal (i.e., the sixty-first (61st) calendar day following entry of Judgment), and no such appeal
11 being filed; (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or
12 otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s
13 decision passes and no further review is requested; (iii) if an appeal is filed and there is a final
14 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of
15 the Court of Appeal’s decision is requested, the day after the request for review is denied with
16 prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the
17 day the Supreme Court of the State of California affirms the Settlement.

18 14. “Final Approval” means the date on which the Court enters an order granting final
19 approval of the Settlement Agreement.

20 15. “Gross Settlement Amount” is the amount of One Million Dollars and Zero Cents
21 (\$1,000,000.00), which is the maximum amount to be paid by Defendant pursuant to this Settlement
22 Agreement. Defendant estimates that there are approximately Six Hundred and Seventy (670) Class
23 Members and (497) PAGA Members. If, the number of Class Members or PAGA Members
24 increases by more than ten percent (10%) of the amount stated then the Net Settlement Amount
25 shall increase by an equal percentage. The Gross Settlement Amount includes all Individual
26 Settlement Amounts to Class Members, the Class Representatives Enhancement Payments to
27 Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, the Settlement Administration Costs to the
28 Settlement Administrator and the PAGA Settlement Amount as specified in this Agreement.

1 Defendant shall pay the employer payroll taxes required by law, including the employer FICA,
2 FUTA, and SDI contributions, due on the portion of Settlement Payments allocated to wages
3 separately and in addition to the Gross Settlement Amount. The Parties agree that Defendant will
4 have no obligation to pay any amount in connection with this Settlement Agreement apart from the
5 Gross Settlement Amount and the employer's share of payroll taxes due on the portion of
6 Settlement Payments allocated to wages, and that none of the Gross Settlement Amount will revert
7 to Defendant.

8 16. "Individual Class Settlement Payment" means each Class Member's respective
9 share of the Net Settlement Amount.

10 17. "Individual PAGA Settlement Payment" means each PAGA Member's respective
11 share of the PAGA Fund.

12 18. "Individual Settlement Amount" means Class Member's respective share of the Net
13 Settlement Amount that is comprised of the total money owed by way of the Individual Class
14 Settlement Payment and Individual PAGA Settlement Payment.

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

20 20. "Notice of Objection" means a Class Member's valid and timely written objection
21 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
22 objector's full name, signature, and address (for correspondence and identity verification purposes)
23 , (ii) a written statement of any grounds for the objection they wish to be considered accompanied
24 by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon
25 which the objection is based. Class Members need not include legal arguments for their written
26 objections to be considered. If an objector also wishes to appear at the Final Approval and Fairness
27 Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at
28 the same time as the objection is filed. Any Class Member who does not submit a timely written

1 objection to the Settlement, or who fails to otherwise comply with the specific and technical
2 requirements of this section, will be foreclosed from objecting to the Settlement and seeking any
3 adjudication or review of the Settlement, by appeal or otherwise.

4 21. “Notice Packet” means the Notice Packet, substantially in the form attached as
5 Exhibit A.

6 22. “Objection” means any written objection to this Settlement sent by a Class Member
7 to the Settlement Administrator as specified herein and in the Notice of Settlement. An Objection
8 to Settlement must be sent to the Settlement Administrator within the time limitations set forth in
9 this Stipulation.

10 23. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

11 24. “PAGA Fund” means the Twelve Thousand Five Hundred Dollars and Zero Cents
12 (\$12,500.00) that shall be allocated to resolve any claims brought under the PAGA and paid on a
13 pro-rata basis to the PAGA Members based upon the PAGA Workweek Value formula.

14 25. “PAGA Members” or “PAGA Group” means all persons employed by Defendant in
15 the State of California as hourly and/or non-exempt employees at any time during the PAGA Period.

16 26. “PAGA Period” means the period from October 23, 2018 through June 9, 2021.

17 27. “PAGA Settlement Payment” means the amount that the Parties have agreed to pay
18 to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection
19 with Plaintiffs’ claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
20 §§ 2698, et seq.).

21 28. “PAGA Workweeks” means the numbers of Workweeks worked by PAGA
22 Members in the PAGA Period.

23 29. “PAGA Workweek Value” means the value of each compensable PAGA Workweek.
24 Defendant will calculate the total number of PAGA Workweeks worked by each participating PAGA
25 Member during the PAGA Period and the aggregate total number of PAGA Workweeks worked by
26 all participating PAGA Members during the PAGA Period.² To determine each participating PAGA

27 ² The total number of Workweeks in the PAGA Period is approximately 31,828.29. As such, the
28 estimated PAGA Workweek Value is estimated to be \$0.39 per Workweek ($\$12,500 \div 31,828.29 = \0.39).

1 Member's estimated Individual PAGA Settlement Payment from the PAGA Fund, the Settlement
2 Administrator will use the following formula: The PAGA Fund will be divided by the aggregate
3 total number of PAGA Workweeks in the Class Period, resulting in the participating PAGA
4 Member's "PAGA Workweek Value."

5 30. "Parties" means Plaintiffs and Defendant collectively.

6 31. "Plaintiffs" or "Named Plaintiffs" means to include Ericka Carroll, Blaike
7 Wellington, and Betty Perez.

8 32. "Preliminary Approval" means the Court order granting preliminary approval of the
9 Settlement Agreement.

10 33. "Released Claims" means any and all claims, debts, liabilities, demands,
11 obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action
12 contingent or accrued which arise from the factual allegations and claims set forth in the Second
13 Amended Complaint during the Settlement Class Period as set forth in this Action, including, but
14 not limited to, (i) the failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure
15 to provide and/or properly pay for rest periods; (iv) failure to provide and/or properly pay for meal
16 periods; (v) failure to pay final wages; (vi) waiting time penalties; (vii) failure to maintain required
17 records; (viii) failure to provide accurate wage statements; (ix) failure to indemnify employees for
18 necessary expenditures incurred in discharge of duties under California Labor Code §2802; (x)
19 violations of unfair competition law under California Business and Professions Code §§ 17200, *et*
20 *seq.*; and (xi) civil penalties under the California Private Attorneys General Act of 2004, Labor
21 Code §§ 2698-2699.5. The Released Claims do not extend to any claims not alleged in the Second
22 Amended Complaint filed in the Action and specifically excludes claims for workers'
23 compensation, personal injuries, unemployment insurance, state disability compensation, claims
24 under the Employment Retirement Income Security Act of 1974, previously vested benefits under
25 any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and
26 harassment including but not limited to those arising under the Age Discrimination In Employment
27 Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of
28 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California

1 Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or
2 similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with
3 Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning
4 discrimination, retaliation and/or harassment. The period of the Release shall extend to the limits of
5 the Class Period. Defendant shall be entitled to a release of Released Claims which occurred during
6 the Class Period only during such time that the Settlement Class Member was classified as non-
7 exempt, and expressly excluding all other claims for vested benefits, wrongful termination,
8 unemployment insurance, disability, social security, workers' compensation, claims while classified
9 as exempt, and claims outside of the Class Period.

10 34. "Released PAGA Claims" means all claims, demands, rights, liabilities, penalties,
11 fees, and causes of action under PAGA, including under California Labor Code §§ 558 and/or 2698,
12 et seq., predicated on any Labor Code violations alleged or could have been alleged in the Action
13 based upon the facts alleged in the Second Amended Complaint, the February 4, 2020 PAGA Notice
14 submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 27,
15 2020 Amended PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-
16 20), and/or the October 23, 2019 PAGA Notice submitted on behalf of Plaintiff Blaike Wellington
17 (LWDA-CM-750939-19) and/or the November 6, 2020 PAGA Notice submitted on behalf of
18 Plaintiff Betty Perez (LWDA-CM-810853-20).

19 35. "Released Parties" means Defendant, and their past, present and/or future, direct
20 and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives,
21 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
22 affiliates, divisions, predecessors, successors, assigns, and joint venturers, if any.

23 36. "Request for Exclusion" means a timely written request by a Class Member to be
24 excluded from the Settlement. The Request for Exclusion must: (i) set forth the name, address,
25 telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
27 Administrator; (iv) clearly state that the Class Member does not wish to be included in the
28 Settlement; and (v) be postmarked on or before the Response Deadline. A Class Member who does

1 not submit a valid Request for Exclusion will be deemed a participating Class Member and will be
2 bound by all terms of the Settlement Agreement, if the settlement is granted Final Approval by the
3 Court. Any Class Member who submits a Request for Exclusion will still remain bound by the
4 PAGA portion of the Settlement Agreement, including the PAGA Released Claims, to the extent the
5 Class Member also is an Aggrieved Employee.

6 37. “Response Deadline” means the deadline by which Class Members must postmark
7 the Settlement Administrator Requests for Exclusion or Objection to the Settlement. The Response
8 Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the
9 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
10 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

11 38. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class
12 action settlement administrator approved by the Parties and the Court for the purposes of
13 administering this Settlement. The Parties each represent that they have no financial interest in the
14 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
15 could create a conflict of interest.

16 39. “Settlement Administration Costs” includes all costs payable to the Settlement
17 Administrator for administering this Settlement, including, but not limited to, printing, distributing,
18 and tracking notice and other documents for this Settlement, tax reporting, distributing all payments
19 to be made pursuant to this Settlement, and providing necessary reports and declarations, as
20 requested by the Parties. After conference and consultation with the Settlement Administrator,
21 \$13,806.70 will be allocated to Settlement Administration as a “not to exceed” cost.

22 40. “Pay Periods” means the number of calendar pay periods that the Class Member or
23 PAGA Member worked as a non-exempt employee in California during the Class Period or PAGA
24 Period.

25 41. “Workweek” or “Workweeks” means the total number of weeks in which a Class
26 Member or PAGA Member worked a shift for Defendant.

27 **TERMS OF AGREEMENT**

28 Plaintiff, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

1 42. Funding of the Gross Settlement Amount. No later than within thirty (30) calendar
2 days after the Effective Date, Defendant will deposit One Million Dollars and Zero Cents
3 (\$1,000,000.00) into a “Qualified Settlement Fund” administered by the Settlement Administrator.
4 Defendant will pay the employer’s share of payroll taxes separately. After the Effective Date, the
5 Gross Settlement Amount will be used for: (i) Net Settlement Amount; (ii) the PAGA Settlement
6 Amount; (iii) the Class Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs; and
7 (v) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the
8 employer’s share of payroll taxes within thirty (30) calendar days after the Effective Date (“Funding
9 Date”).

10 43. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’ Fees
11 and Costs of not more than one-third or Three Hundred and Thirty-Three Thousand and Three
12 Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$333,333.33) in attorney’s fees and not
13 more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in costs, and Defendant
14 agrees not to oppose such application. All Attorneys’ Fees and Costs will be paid from the Gross
15 Settlement Amount. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in
16 the event the Court fails to approve the amount of Attorneys’ Fees and Costs sought by Class
17 Counsel. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel will be added
18 to the Net Settlement Amount.

19 44. Class Representatives Enhancement Payment. In recognition of their effort and
20 work in prosecuting the Actions on behalf of Class Members, Defendant agrees not to oppose or
21 impede any application or motion by Plaintiffs for Class Representative Enhancement Payments of
22 Ten Thousand Dollars (\$10,000), each. This amount will be considered non-wage damages and will
23 be reported on an IRS Form 1099. The Class Representative Enhancement Payments, which will be
24 paid from the Gross Settlement Amount, will be in addition to Plaintiffs’ right to an Individual Class
25 Settlement Payment pursuant to the Settlement. Plaintiffs will be solely and legally responsible to
26 pay any and all applicable taxes on the payments made pursuant to this paragraph and will hold
27 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of
28 the payments. Plaintiffs will not have the right to revoke this Settlement in the event the Court fails

1 to approve the amount sought by Plaintiffs as Class Representative Enhancement Payments. Any
2 portion of the Class Representative Enhancement Payments not awarded to the Class
3 Representatives will be added to the Net Settlement Amount.

4 45. Settlement Administration Costs. The Settlement Administrator will be paid for the
5 reasonable costs of administration of the Settlement and distribution of payments. These costs,
6 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
7 reporting on the Individual Settlement Amounts, the issuing of 1099 IRS Forms, preparing and
8 distributing Notices of Class Action Settlement, calculating and distributing all payments to be
9 made pursuant to the Settlement, and providing necessary reports and declarations. Class Counsel
10 obtained a “not to exceed” quote from the Settlement Administrator to complete the administration
11 for \$13,806.70. The Settlement Administrator’s “not to exceed” quote will represent the Settlement
12 Administrator’s agreement that, based on the class size and distributions under the terms of this
13 Settlement, the costs for administration of the terms of this Settlement will not exceed the specified
14 amount. All of the Settlement Administration Costs shall be paid from the Gross Settlement Amount
15 upon completion of all duties required to be performed by the Settlement Administrator under the
16 terms of this Settlement, or as otherwise required by the Court, subject to the “not to exceed” quote
17 from the Settlement Administrator. The Settlement Administrator will establish the Qualified
18 Settlement Fund Account.

19 46. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the
20 amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount
21 will be designated for satisfaction of the LWDA and Plaintiffs’ PAGA claims. Pursuant to PAGA,
22 Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars and Zero Cents
23 (\$37,500.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve
24 Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be paid to PAGA Members in
25 proportion to the number of Workweeks worked during the PAGA Period.

26 47. No Right to Exclusion or Objections by PAGA Representative Action Members.
27 Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting
28 as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, no

1 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members
2 will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless
3 of whether he or she cashes any payment received as a result of this Settlement.

4 48. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
5 participating Class Members. No portion of the Net Settlement Amount will revert to or be retained
6 by Defendant.

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

9 50. Individual Class Settlement Payment Calculations. Defendant will calculate the total
10 number of Workweeks worked by each participating Class Member during the Class Period and the
11 aggregate total number of Workweeks worked by all participating Class Members during the Class
12 Period. To determine each participating Class Member's estimated Individual Class Settlement
13 Payment from the Net Settlement Amount, the Settlement Administrator will use the following
14 formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks
15 worked by all participating Class Members during the Class Period, resulting in the "Class
16 Workweek Value." Each participating Class Member's Individual Class Settlement Payment will be
17 calculated by multiplying each individual participating Class Member's total number of Workweeks
18 by the Class Workweek Value. The Individual Class Settlement Payment will be reduced by any
19 required deductions for each participating Class Member as specifically set forth herein, including
20 employee-side tax withholdings or deductions. The entire Net Settlement Amount will be disbursed
21 to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any
22 valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately
23 increase the Individual Class Settlement Payment for each participating Class Member according to
24 the number of Workweek worked, so that the amount actually distributed to the Settlement Class
25 equals 100% of the Net Settlement Amount.

26 51. Individual PAGA Settlement Payment Calculations. Defendant will calculate the
27 total number of Workweeks worked by each PAGA Member during the PAGA Period and the
28 aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To

1 determine each PAGA Member's estimated Individual PAGA Fund, the Settlement Administrator
2 will use the following formula: The PAGA Fund will be divided by the aggregate total number of
3 Workweeks worked by all PAGA Members during the PAGA Period, resulting in the "PAGA
4 Workweek Value." Each PAGA Member's Individual PAGA Settlement Payment will be calculated
5 by multiplying each individual PAGA Member's total number of Workweeks by the PAGA
6 Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

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

15 53. Settlement Administration Process. The Parties agree to cooperate in the
16 administration of the settlement and to make all reasonable efforts to control and minimize the costs
17 and expenses incurred in administration of the Settlement.

18 54. Delivery of the Class List. Within thirty (30) business days of entry of the Court's
19 Order Granting Preliminary Approval, Defendant will provide the Class List to the Settlement
20 Administrator.

21 55. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the
22 Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class
23 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
24 identified in the Class List.

25 56. Confirmation of Contact Information in the Class List and Undeliverable Notices.
26 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
27 of Address Database for information to update and correct for any known or identifiable address
28 changes. Any Notices of Class Action Settlement returned to the Settlement Administrator as non-

1 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
2 Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the
3 date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
4 Administrator will promptly attempt to determine the correct address using an Accurint search/skip-
5 trace, and will then perform a single re-mailing.

6 57. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
7 Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the
8 Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total
9 number of Pay Periods each respective Class Member and PAGA Member worked for Defendant
10 during the Class Period and PAGA Period; (v) each Class Member's and PAGA Member's
11 estimated Individual Class Settlement Payment and Individual PAGA Settlement and the formula
12 for calculating said payments; (vi) the dates which comprise the Class Period and PAGA Period;
13 (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the
14 deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark
15 Notices of Objection to the Settlement; and (ix) the claims to be released.

16 58. Disputed Information on Notice Packets. Class Members and PAGA Members will
17 have an opportunity to dispute the information provided in their Notice Packets. To the extent Class
18 Members and/or PAGA Members dispute their employment dates or the number of Pay Periods on
19 record ("Workweeks Dispute"), Class Members and/or PAGA Members may produce evidence to
20 the Settlement Administrator showing that such information is inaccurate. Defendant's records will
21 be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute
22 and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response
23 Deadline, and will be decided within ten (10) business days after the Response Deadline.

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

1 60. Defective Submissions. If a Class Member's Request for Exclusion is defective as
2 to the requirements listed herein, that Class Member will be given an opportunity to cure the
3 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
4 business days of receiving the defective submission to advise the Class Member that his or her
5 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
6 The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15) calendar
7 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
8 Exclusion. If the revised Request for Exclusion is not postmarked and mailed within that period, it
9 will be deemed untimely.

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

15 62. Escalator. This Settlement is based on Defendant's representation that there are
16 approximately Six Hundred and Seventy (670) Class Members and (497) PAGA Members. If, the
17 number of Class Members or PAGA Members increases by more than ten percent (10%) of the
18 amount stated then the Net Settlement Amount then Plaintiffs may request a pro rata increase in the
19 Gross Settlement Amount or, if Defendant refuses, Plaintiffs may void the settlement before Final
20 Approval. Defendant shall provide the Settlement Administrator and Class Counsel with
21 information about the number of Workweeks at issue as of June 9, 2021.

22 63. Releases by participating Class Members. Upon the Effective Date, and except as to
23 such rights or claims as may be created by this Settlement Agreement, each participating Class
24 Member, together and individually, on their behalf and on behalf of their respective heirs, executors,
25 administrators, agents, and attorneys, shall fully and forever release and discharge all of the
26 Released Parties, or any of them, from each of the Released Claims arising during the Class Period.

1 64. Releases by PAGA Members. Upon the Effective Date, and except as to such rights
2 or claims as may be created by this Settlement Agreement, each PAGA Member, together and
3 individually, on their behalf and on behalf of their respective heirs, executors, administrators,
4 agents, and attorneys,

5 65. Release of Claims by Plaintiffs. In addition to the Class Released Claims applicable
6 to the participating Class Members and the PAGA Released Claims applicable to PAGA Members,
7 and in consideration for the Enhancement Payment, Plaintiffs release the Released Parties from all
8 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
9 known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation
10 of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection
11 with any act or omission by or on the part of any of the Released Parties committed or omitted
12 through the Effective Date. This release is intended to have the broadest possible application but
13 excludes claims for workers' compensation benefits, claims for unemployment benefits, and any
14 current and/or future claims that are unwaivable as a matter of law. Nothing in this Agreement is
15 intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiffs' obligation to
16 testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiffs' right and/or
17 obligation to contact, cooperate with, provide information to, or participate in any investigation
18 conducted by, any government agency or commission. Plaintiffs' release as set forth herein includes
19 a waiver of all rights under California Civil Code section 1542, which includes a release of all
20 known and unknown claims against the Released Parties that have been alleged or could have been
21 alleged arising out of the facts, circumstances, causes of action, and primary rights alleged in the
22 Action. Civil Code section 1542 provides:

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

27 Upon the Effective Date, Plaintiffs will be deemed to have expressly waived their rights
28 under Civil Code section 1542, as set forth above. Plaintiffs' execution of this Settlement

1 Agreement will be deemed a consent by Plaintiffs to this general release of claims and Section 1542
2 waiver.

3 66. Objection Procedures. To object to the Settlement Agreement, a Class Member may
4 either postmark a valid Notice of Objection to the Settlement Administrator on or before the
5 Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to
6 object either by submitting a valid Notice of Objection or appearing in person at the Final Approval
7 Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from
8 making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time
9 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
10 submit written objections to the Settlement Agreement or appeal from the final approval order and
11 judgment. Class Counsel will not represent any Class Members with respect to any such objections
12 to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for
13 Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of
14 Objection shall be rejected, and the Class Member shall not participate in or be bound by the
15 Settlement.

16 67. Certification Reports. The Settlement Administrator will provide Defendant's
17 counsel and Class Counsel a weekly report that certifies the number of Class Members who have
18 submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class
19 Member has submitted a challenge to any information contained in their Notice Packet.
20 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
21 reports regarding the administration of the Settlement Agreement as needed or requested.

22 68. Distribution Timing of Individual Settlement Amounts. Within thirty (30) calendar
23 days of the Funding Date by Defendant, the Settlement Administrator will issue payments to: (i)
24 participating Class Members and PAGA Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class
25 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
26 services performed in connection with the Settlement.

27 69. Un-cashed Settlement Checks. Class Members will receive checks for their
28 Individual Settlement Amounts and said checks will remain negotiable for one hundred twenty

(120) days (“Check-Cashing Deadline”). Any checks not cashed within one hundred twenty (120) calendar days will be voided. The funds from the uncashed checks shall be distributed by the Settlement Administrator, in accordance with California Code of Civil Procedure section 384. Any amounts from settlement checks that remain uncashed and otherwise unclaimed shall be distributed to a court approved *cy pres* beneficiary. Subject to Court approval, the Parties appoint Bet Tzedek Legal Services, a section 501(c)(3) corporation, as the designated *cy pres* beneficiary. No later than ten (10) calendar days after the expiration of the one hundred twenty (120) day period, the Settlement Administrator shall pay the amounts contained in the settlement checks that were not cashed within one hundred twenty (120) calendar days, and all interest that has accrued, to the *cy pres* beneficiary. The Settlement Administrator shall provide a declaration of payment to the *cy pres* beneficiary, which will be served on Class Counsel and Defendant’s Counsel within ten (10) calendar days of payment of the residual to such beneficiary. Any costs associated with administering the remaining funds under this section (e.g., bank stop-payment charges, settlement administration costs associated with any reserve amount) or payments to the *cy pres* beneficiary will be deducted before donation of any *cy pres* funds.

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

71. Allocation of Individual Class Settlement Payments. All Individual Class Settlement Payments will be allocated as follows: (a) 33% as wages and (b) 67% as penalties and interests. The Settlement Administrator will be responsible for issuing to each claimant a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated to penalties.

72. Treatment of Individual PAGA Settlement Payments. All Individual PAGA Settlement Payments shall be allocated as One Hundred Percent (100%) non-wage penalties, for which IRS Forms 1099-MISC will be issued.

73. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Class Members, PAGA Members, and Class Counsel tax forms as may be required by law for all amounts paid pursuant to this Settlement.

1 The Settlement Administrator will also be responsible for forwarding all taxes and penalties to the
2 appropriate government authorities as may be required by law.

3 74. Tax Liability. Defendant makes no representation as to the tax treatment or legal
4 effect of the payments called for hereunder, and Plaintiffs, participating Class Members, and PAGA
5 Members are not relying on any statement, representation, or calculation by Defendant or by the
6 Settlement Administrator in this regard. Plaintiffs, participating Class Members, and PAGA
7 Members understand and agree that they will be solely responsible for the payment of any taxes and
8 penalties assessed on the payments described herein and will defend, indemnify, and hold
9 Defendant free and harmless from and against any claims resulting from treatment of such
10 payments as non-taxable damages.

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

1 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
2 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
3 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
5 CONTEMPLATED BY THIS AGREEMENT.

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

10 77. Nullification of Settlement Agreement. In the event that: (i) the Court does not
11 finally approve the Settlement as provided herein; (ii) the appropriate appellate court fails to
12 approve the Settlement; or (iii) the Settlement does not become final for any other reason: (1) the
13 Settlement Agreement shall have no force and effect and the Parties shall be restored to their
14 respective positions prior to entering into it, and no Party shall be bound by any of the terms of the
15 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the
16 Settlement Class and PAGA Members, Plaintiffs or Class Counsel; (3) any preliminary approval
17 order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all
18 negotiations, statements, proceedings and data relating thereto shall be deemed confidential
19 mediation settlement communications and not subject to disclosure for any purpose in any
20 proceeding.

21 78. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
22 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
23 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
24 only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final
25 fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
26 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs
27 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will
28 include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will

1 be responsible for drafting all documents necessary to obtain preliminary approval, and will provide
2 a draft to Defendant's counsel for their review at least five (5) business days before the filing
3 deadline. The Parties will work in good faith to consider and implement any proposed revisions to
4 Plaintiffs' Motion for Preliminary Approval. In accordance with Labor Code section 2699(l)(2),
5 Class Counsel shall submit a copy of this proposed Settlement to the LWDA on the same date on
6 which Plaintiffs file the Motion for Preliminary Approval.

7 79. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
8 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
9 the Court's permission, a final fairness hearing will be conducted to determine the Final Approval
10 of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and
11 Costs; (ii) the Class Representative Enhancement Payments; (iii) Net Settlement Amount; (iv) the
12 PAGA Settlement Amount; (v) all Settlement Administration Costs. The final fairness hearing will
13 not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be
14 responsible for drafting all documents necessary to obtain final approval and will provide a draft to
15 Defendant's counsel for their review at least five (5) business days before the filing deadline. The
16 Parties will work in good faith to consider and implement any proposed revisions to Plaintiffs'
17 Motion for Final Approval. Class Counsel will also be responsible for drafting the attorneys' fees
18 and costs application to be heard at the final approval hearing.

19 80. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
20 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
21 to the Court for its approval. After entry of the Judgment, the Court will have continuing
22 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
23 the Settlement, (ii) Settlement Administration matters, and (iii) such post-Judgment matters as may
24 be appropriate under court rules or as set forth in this Settlement Agreement.

25 81. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
26 include the terms set forth in any attached Exhibits, which are incorporated by reference as though
27 fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the
28 Settlement.

1 82. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or publicize
2 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
3 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
4 except potential class members and as shall be contractually required to effectuate the terms of the
5 Settlement. For the avoidance of doubt, this section means Plaintiffs and Class Counsel agree not
6 to issue press releases, communicate with, or respond to any media or publication entities, publish
7 information in manner or form, whether printed or electronic, on any medium or otherwise
8 communicate, whether by print, video, recording or any other medium, with any person or entity
9 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
10 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
11 terms of the Settlement. However, for the limited purpose of allowing Plaintiffs' Counsel to prove
12 adequacy as class counsel in other actions for the limited purpose of showing to the court that the
13 case has settled, Plaintiffs' Counsel may disclose the name of the Parties in this action and the
14 venue/case number of this action (but not any other settlement details) for such purposes.

15 83. No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not
16 currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally
17 and forever settled and released against the Released Parties by this Settlement; and (b) unalleged
18 facts or legal theories upon which any claims or causes of action could be brought against
19 Defendant, except such facts and theories specifically alleged in the Second Amended Complaint in
20 this Action. Plaintiffs and Plaintiffs' Counsels will further represent that, other than the instant
21 Action, they have no current intention of asserting any other claims against Defendant in any
22 judicial or administrative forum and do not currently know of or represent any persons who have
23 expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties
24 acknowledge, understand and agree that the representations described in this paragraph are essential
25 to the Settlement Agreement and that this Settlement Agreement would not have been entered into
26 were it not for this representation.

27 84. Defendant's Option to Revoke Settlement. If, after the Response Deadline, the
28 number of Settlement Class Members who submitted timely and valid written requests for

1 exclusion from the Settlement is at least five percent (5%) of all 670 Settlement Class Members,
2 Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant
3 exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to
4 Class Counsel within seven (7) business days after the Response Deadline and (b) pay all
5 Settlement Administration Costs incurred up to the date or as a result of the termination, and the
6 Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

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

14 86. Amendment or Modification. This Settlement Agreement may be amended or
15 modified only by a written instrument signed by counsel for all Parties or their successors-in-
16 interest.

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

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

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

6 90. Execution and Counterparts. This Settlement Agreement is subject only to the
7 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including electronic signature (e.g., DocuSign), facsimile
9 and scanned copies of the signature page, will be deemed to be one and the same instrument
10 provided that counsel for the Parties will exchange among themselves original signed counterparts.

11 91. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
12 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
13 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
14 taking into account all relevant factors, present and potential. The Parties further acknowledge that
15 they are each represented by competent counsel and that they have had an opportunity to consult
16 with their counsel regarding the fairness and reasonableness of this Settlement. In addition, the
17 Mediator may execute a declaration supporting the Settlement and the reasonableness of the
18 Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and
19 whether or not the Settlement is objectively fair and reasonable

20 92. Invalidity of Any Provision. Before declaring any provision of this Settlement
21 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
22 possible consistent with applicable precedents so as to define all provisions of this Settlement
23 Agreement valid and enforceable.

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

1 94. Class Action Certification for Settlement Purposes Only. The Parties agree to
2 stipulate to class action certification for purposes of the Settlement only. If, for any reason, the
3 Settlement is not approved, the stipulation to certification will be void and the Court shall, either
4 *sua sponte* or on motion of any party, decertify the class. The Parties further agree that certification
5 for purposes of the Settlement is not an admission that class action certification is proper under the
6 standards applied to contested certification motions and that this Settlement Agreement will not be
7 admissible in this or any other proceeding as evidence that either (i) a class action should be
8 certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the
9 Settlement's terms.

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

24 96. Waiver. No waiver of any condition or covenant contained in this Settlement or
25 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
26 constitute a further waiver by such party of the same or any other condition, covenant, right or
27 remedy.
28

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

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

12 99. Representation By Counsel. The Parties acknowledge that they have been
13 represented by counsel throughout all negotiations that preceded the execution of this Settlement
14 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
15 counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
16 Settlement Agreement.

17 100. All Terms Subject to Final Court Approval. All amounts and procedures described
18 in this Settlement Agreement herein will be subject to final Court approval.

19 101. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
20 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
21 this Settlement Agreement.

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

27 **SO AGREED AND STIPULATED. READ CAREFULLY BEFORE SIGNING.**
28

PLAINTIFF ERICKA CARROLL

Dated: April 5, 2022

DocuSigned by:
ERICKA CARROLL
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Ericka Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: April 5, 2022

Blaike Wellington

PLAINTIFF BETTY PEREZ

DATED: April 5, 2022

Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: April 5, 2022

By: Stephane Klasky-Gamer
Title: CEO

DATED: April 5, 2022

LEWIS BRISBOIS BISGAARD & SMITH

By _____
Katherine Den Bleyker
Christopher W. Harmon
Armine Antonyan
Attorneys for Defendant, L.A. Family
Housing Corporation

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PLAINTIFF ERICKA CARROLL

Dated: April 8, 2022

Ericka Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: April 8, 2022


Blake Wellington (Apr 8, 2022 16:12 PDT)

Blake Wellington

PLAINTIFF BETTY PEREZ

DATED: April 8, 2022

Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: April 8, 2022

By: Stephane Klasky-Gamer
Title: CEO

LEWIS BRISBOIS BISGAARD & SMITH

DATED: April 8, 2022

By _____
Katherine Den Bleyker
Christopher W. Harmon
Armine Antonyan
Attorneys for Defendant, L.A. Family
Housing Corporation

PLAINTIFF ERICKA CARROLL

Dated: April 5, 2022

Ericka Carroll

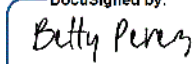
PLAINTIFF BLAIKE WELLINGTON

DATED: April 5, 2022

Blaike Wellington

PLAINTIFF BETTY PEREZ

DATED: April 5, 2022

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Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: April 5, 2022

By: Stephane Klasky-Gamer
Title: CEO

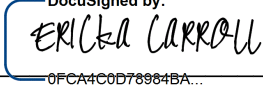
DATED: April 5, 2022

LEWIS BRISBOIS BISGAARD & SMITH

By _____
Katherine Den Bleyker
Christopher W. Harmon
Armine Antonyan
Attorneys for Defendant, L.A. Family
Housing Corporation

PLAINTIFF ERICKA CARROLL

Dated: April 5, 2022

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Ericka Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: April 5, 2022

Blaike Wellington

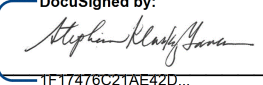
PLAINTIFF BETTY PEREZ

DATED: April 5, 2022

Betty Perez

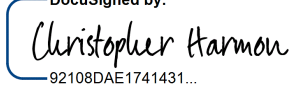
DEFENDANT L.A. FAMILY HOUSING CORPORATION

4/6/2022
DATED: April 5, 2022

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By: Stephane Klasky-Gamer
Title: CEO

DATED: April 5, 2022
4/6/2022

LEWIS BRISBOIS BISGAARD & SMITH

DocuSigned by:

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By _____
Katherine Den Bleyker
Christopher W. Harmon
Armine Antonyan
Attorneys for Defendant, L.A. Family
Housing Corporation

1 DATED: April 5, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

2
3 By 
4 David Yeremian
5 Roman Shkodnik
6 Attorneys for Plaintiff, Ericka Carroll and all
7 others similarly situated

8 DATED: April 5, 2022

WEST COAST TRIAL LAWYERS, APLC

9 By: _____
10 Ronald Zambrano
11 Melineh Kasbarian
12 Attorneys for Plaintiff Blaike Wellington

13 DATED: April 5, 2022

AEGIS LAW FIRM, PC

14 By: _____
15 Kashif Haque
16 Jessica L. Campbell
17 Attorneys for Plaintiff Blaike Wellington

1 DATED: April 8, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

2
3 By _____
4 David Yeremian
5 Roman Shkodnik
6 Attorneys for Plaintiff, Ericka Carroll and all
7 others similarly situated

8 DATED: April 8, 2022

**WEST COAST EMPLOYMENT LAWYERS,
APLC**

9 
10 By: _____
11 Ronald Zambrano
12 Melineh Kasbarian
13 Attorneys for Plaintiff Blaike Wellington

14 DATED: April 8, 2022

AEGIS LAW FIRM, PC

15 By: _____
16 Kashif Haque
17 Jessica L. Campbell
18 Attorneys for Plaintiff Blaike Wellington

1 DATED: April 7, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

2
3 By _____
4 David Yeremian
5 Roman Shkodnik
6 Attorneys for Plaintiff, Ericka Carroll and all
7 others similarly situated

8 DATED: April 7, 2022

WEST COAST TRIAL LAWYERS, APLC

9 By: _____
10 Ronald Zambrano
11 Melineh Kasbarian
12 Attorneys for Plaintiff Blaike Wellington

13 DATED: April 7, 2022

AEGIS LAW FIRM, PC

14 By:  _____
15 Kashif Haque
16 Jessica L. Campbell
17 Attorneys for Plaintiff Blaike Wellington

EXHIBIT 2

1 **DAVID YEREMIAN & ASSOCIATES, INC.**

2 David Yeremian (SBN 226337)

3 David@yeremianlaw.com

4 Roman Shkodnik (SBN 285152)

5 Roman@yeremianlaw.com

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Glendale, California 91203

Telephone: (818) 230-8380

Facsimile: (818) 230-0308

6 Attorneys for Plaintiff, ERICKA MONIQUE CARROLL,
7 on behalf of herself and all others similarly situated

8 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

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11 ARMINE ANTONYAN, SB# 327220

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12 633 West 5th Street, Suite 4000

13 Los Angeles, California 90071

Telephone: 213.250.1800

14 Facsimile: 213.250.7900

15 Attorneys for Defendant, L.A. FAMILY HOUSING CORPORATION
16 (erroneously named as L.A. FAMILY HOUSING LLC)

17 *Additional Counsel Listed On Next Page*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF LOS ANGELES**

20 ERICKA MONIQUE CARROLL, an
21 individual, on behalf of herself and others
22 similarly situated,

23 Plaintiff,

24 vs.

25 L.A. FAMILY HOUSING LLC, a California
26 limited liability company; L.A. FAMILY
27 HOUSING CORPORATION, a Business entity
28 of unknown origin; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV04474

Complaint Filed: February 4, 2020

First Amended: July 17, 2020

Trial Date: None Set

CLASS ACTION

[Assigned for All Purposes To Hon. Maren
Nelson, Dept. SS17]

**SECOND AMENDED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT**

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DAVTYAN LAW FIRM

Emil Davtyan (SBN 299363)
emil@davtyanlaw.com
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Telephone: (818) 875-2008
Facsimile: (818) 722-3974

Attorneys for Plaintiff, ERICKA MONIQUE CARROLL,
on behalf of herself and all others similarly situated

AEGIS LAW FIRM, PC

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Jessica L. Campbell (SBN 280626)
jcampbell@aegislawfirm.com
Alexander G.I. Davies (SBN 328125)
adavies@aegislawfirm.com
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Irvine, California 92618
Telephone: (949) 379-6350
Facsimile: (949) 379-6251

Attorneys for Plaintiff, BETTY PEREZ,
on behalf of herself and all others similarly situated

WEST COAST EMPLOYMENT LAWYERS APLC

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Melineh Kasbarian (SBN 329033)
melineh@westcoasttriallawyers.com
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Los Angeles, California 90071
Telephone: (213) 927-3700
Facsimile: (213) 927-3701

Attorneys for Plaintiff, BLAIKE WELLINGTON,
on behalf of herself and all others similarly situated

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1 **TO THE HONORABLE COURT:**

2 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs, Ericka Carroll, Blaike
4 Wellington, and Betty Perez (“Plaintiffs” or “Class Representatives”), on behalf of themselves and
5 all others similarly situated, and Defendant, L.A. Family Housing Corporation, a California
6 domestic nonprofit (“Defendant”) (collectively Defendant and Plaintiffs will be collectively
7 referred to as the “Parties”) as set forth below:

8 **CONDITIONAL NATURE OF THIS STIPULATION**

9 This Stipulation and Agreement to Settle Class Action, including all associated exhibits or
10 attachments (herein “Stipulation”), is made for the sole purpose of resolving the above-captioned
11 matter (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it evidences is
12 made in compromise of disputed claims. Because the Litigation was filed as a class action, this
13 settlement must receive preliminary and final approval from the Court. Accordingly, Defendant
14 and the Class Representatives enter into this Stipulation and associated settlement on a conditional
15 basis. In the event that the Court does not execute and file the Order Granting Final Approval of
16 Settlement, or in the event that the Court does not enter the Judgment (as defined below), or in the
17 event that the associated Judgment does not become Final (as defined below) for any reason, this
18 Stipulation shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not
19 be referred to or used for any purpose whatsoever, and the negotiation, terms and entry of it shall
20 remain subject to the provisions of California Evidence Code §§ 1119 and 1152.

21 Defendant denies all of the claims as to liability, damages and restitution as well as the
22 class allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
23 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
24 does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations
25 in the Litigation upon all procedural and factual grounds, including without limitation the ability
26 to challenge class treatment on any grounds or to assert any and all defenses or privileges. The
27 Class Representatives and their counsel agree that Defendant retains and reserves these rights. In
28

1 particular, the Class Representatives and their counsel waive and agree not to argue or to present
2 any argument that Defendant would be estopped from contesting class certification because they
3 have entered into this Stipulation. -In addition, the settling Parties recognize and agree that under
4 California law, which is applicable here, courts impose a lesser burden for certification for
5 settlement classes than they do for contested classes. The Parties agree that the Stipulation of
6 Settlement of Class Action and Release of Claims entered into on or about May of 2021, is void and
7 superseded by this Settlement Agreement.

8 **DEFINITIONS**

9 As used in all parts of this Stipulation (including the exhibits which are incorporated as part
10 of the Stipulation), the following terms have the meanings specified below:

11 1. "Action" collectively refers to all causes of actions, claims, and allegations in the
12 ~~Operative Complaints~~Second Amended Complaint filed on April 27, 2021- in the matter entitled in
13 the following matters: (i) Ericka ~~Monique~~Carroll v L.A. Family Housing, LLC, et al., Los Angeles
14 Superior Court Case No. 20STCV04474; (ii) ~~Blaike Wellington v L.A Family Housing, LLC, et al.,~~
15 ~~Los Angeles Superior Court Case No. 20STCV07797;~~ and (iii) ~~Betty Perez v. L.A. Family Housing~~
16 ~~Corporation, et al., Los Angeles Superior Court Case No. 20STCV41617~~¹.

17 2. "Attorneys' Fees and Costs" ~~means attorneys' fees and costs approved by the Court~~
18 ~~for Class Counsels' litigation and resolution of this Action.~~ means attorneys' fees agreed upon by
19 the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action,
20 and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including
21 but not limited to expert/consultant fees, investigation costs, and costs associated with documenting
22 the Settlement, providing any notices required as part of the Settlement or Court order, securing the
23 Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment
24 terminating the Action.

25
26
27 ¹ The Named Plaintiffs in the following matters dismissed their respective actions and were added as
28 named plaintiffs in the Second Amended Complaint in the Action: (i) *Blaike Wellington v L.A Family Housing, LLC,*
et al., Los Angeles Superior Court Case No. 20STCV07797; and (ii) *Betty Perez v. L.A. Family Housing Corporation,*
et al., Los Angeles Superior Court Case No. 20STCV41617.

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1 3. “Class Counsel” collectively means to include the attorneys of record for the Class
2 Representatives and Class Members, *i.e.*, David Yeremian and Roman Shkodnik of David
3 Yeremian & Associates, Inc.; Emil Davtyan of Davtyan Law Firm, Ronald L. Zambrano of West
4 Coast Employment Lawyers, APLC, and Kashif Haque and Jessica L. Campbell of AEGIS Law
5 Firm, PC.

6 4. ~~“Class List” means a complete list of all Class Members that Defendant will~~
7 ~~diligently and in good faith compile from its records and provide to the Settlement Administrator~~
8 ~~within twenty (20) business days after Preliminary Approval of this Settlement. The Class List will~~
9 ~~be formatted in Microsoft Office Excel and will include the following information from~~
10 ~~Defendant’s records: each Class Member’s full name; last known mailing address; Social Security~~
11 ~~number; and dates of employment as a non-exempt employee in California during the Class~~
12 ~~Period.~~ “Class List” means a complete list of all Class Members that Defendant will diligently and
13 in good faith compile from its records and provide to the Settlement Administrator and Class
14 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class
15 List will be formatted in Microsoft Office Excel and will include each Class Member’s full name;
16 most recent mailing address and telephone number (if available); Social Security number; dates of
17 employment; and the respective number of Pay Periods that each Class Member worked during the
18 Class Period and PAGA Period. The Class List will be treated as confidential, disclosed only to the
19 Settlement Administrator, and used for Settlement purposes only.

20 5. “Class Member(s)” or “Settlement Class” means all current and former non-exempt
21 employees of Defendant who worked in California during the Class Period (or if any such person is
22 incompetent, deceased, or unavailable due to military service, the person’s legal representative or
23 successor in interest evidenced by reasonable verification). “Class Members” shall not include any
24 person who submits a timely and valid Rrequest for Eexclusion.

25 6. “Class Period” means the period from February 4, 2016 through June 9, 2021.

26 7. ~~“Class Representatives Enhancement Payments” means the amount approved by~~
27 ~~the Court to be paid to Plaintiffs in recognition of their contributions to the Action on behalf of~~
28 ~~Class Members and Aggrieved Employees; means the amounts to be paid to Plaintiffs in recognition~~

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1 of their effort and work in prosecuting the Actions on behalf of Class Members, and for their
2 general release of claim, including a Civil Code § 1542 waiver.

3 8. “Class Workweeks” means the numbers of workweeks worked by Class Members
4 as a non-exempt hourly employee for Defendant from February 4, 2016 to June 9, 2021.

5 7.9. “Class Workweek Value” means the value of each compensable Class Workweek.
6 Defendant will calculate the total number of Class Workweeks worked by each participating Class
7 Member during the Class Period and the aggregate total number of Class Workweeks worked by all
8 participating Class Members during the Class Period. To determine each participating Class
9 Member’s estimated Individual Class Settlement Payment from the Net Settlement Amount, the
10 Settlement Administrator will use the following formula: The Net Settlement Amount will be
11 divided by the aggregate total number of Class Workweeks in the Class Period, resulting in the
12 participating Class Member’s “Class Workweek Value.”

13 8.10. “Court” means the Superior Court of California, County of Los Angeles.

14 9.11. “Defendant” means L.A. Family Housing Corporation, a California Domestic
15 Nonprofit.

16 12. “Effective Date” means ~~:(a) the date of entry of the Court’s order granting final~~
17 ~~approval of the Settlement Agreement and Judgment, if no objections have been filed or if an~~
18 ~~objection was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is filed,~~
19 ~~then the date when the time expires to file an appeal of the Court’s grant of Final Approval of the~~
20 ~~Settlement Agreement; or (c) if an objection is filed, as well as a timely Notice of Appeal of the~~
21 ~~Court’s grant of Final Approval of the Settlement Agreement, then the date the appeal is finally~~
22 ~~resolved, with the final approval unaffected. the date by which the Judgment approving the~~
23 ~~Settlement Agreement becomes Final.~~

24 13. “Final” means the date by which the Court’s order granting Final Approval of this
25 Joint Stipulation and Judgment becomes final. The Judgment becomes final upon the following
26 events: (a) upon the Court issuing an order granting Final Approval of this Joint Stipulation and
27 entering Judgment thereon; and (b) the later of the following events: (i) the day immediately after
28 the last day by which a notice of appeal of Judgment may be timely filed with the California Court

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1 of Appeal (i.e., the sixty-first (61st) calendar day following entry of Judgment), and no such appeal
2 being filed; (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or
3 otherwise, the day after the last date for filing a request for further review of the Court of Appeal's
4 decision passes and no further review is requested; (iii) if an appeal is filed and there is a final
5 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of
6 the Court of Appeal's decision is requested, the day after the request for review is denied with
7 prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the
8 day the Supreme Court of the State of California affirms the Settlement.

9 ~~10.14.~~ "Final Approval" means the date on which the Court enters an order granting final
10 approval of the Settlement Agreement.

11 15. "Gross Settlement Amount" is the amount of One Million Dollars and Zero Cents
12 (\$1,000,000.00), which is the maximum amount to be paid by Defendant pursuant to this Settlement
13 Agreement. Defendant estimates that there are approximately Six Hundred and Seventy (670) Class
14 Members and (497) PAGA Members. ~~If, the number of Class Members increases by more than ten~~
15 ~~percent (10%) of the amount stated then the Net Settlement Fund shall increase by an equal~~
16 ~~percentage.~~ ~~If, the number of Class Members or PAGA Members increases by more than ten percent~~
17 ~~(10%) of the amount stated then the Net Settlement Amount shall increase by an equal percentage.~~

18 The ~~Gross Fund Value~~Gross Settlement Amount includes all ~~Individual Settlement~~
19 ~~Payment~~Individual Settlement Amounts to Class Members, the Class Representatives
20 Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, the Settlement
21 Administration Costs to the Settlement Administrator and the ~~PAGA Payment~~PAGA Settlement
22 Amount as specified in this Agreement. Defendant shall pay the ~~employer payroll taxes required by~~
23 ~~law, including the employer FICA, FUTA, and SDI contributions, employer's share of payroll taxes~~
24 due on the portion of Settlement Payments allocated to wages separately and in addition to the
25 ~~Gross Fund Value~~Gross Settlement Amount. The Parties agree that Defendant will have no
26 obligation to pay any amount in connection with this Settlement Agreement apart from the ~~Gross~~
27 ~~Fund Value~~Gross Settlement Amount and the employer's share of payroll taxes due on the portion

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1 of Settlement Payments allocated to wages, and that none of the ~~Gross Fund Value~~Gross Settlement
2 Amount will revert to Defendant.

3 16. "Individual Class Settlement Payment" means each Class Member's respective
4 share of the Net Settlement Amount, or "Class Settlement Amount"

5 17. "Individual PAGA Settlement Payment" means each PAGA Member's respective
6 share of the PAGA Fund.

7 18. "Individual Settlement Amount" means Class Member's respective share of the Net
8 Settlement Amount that is comprised of the total money owed by way of the Individual Class
9 Settlement AmountPayment and Individual PAGA Settlement AmountPayment.

10 11. _____

11 12.19. "Net Settlement Amount" means the portion of the Gross Settlement Amount
12 remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement
13 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement
14 Amount will be distributed to participating Class Members. There will be no reversion of the Net
15 Settlement Amount to Defendant, means the Gross Fund Value, less the Class Representatives
16 Enhancement Payments, Attorneys' Fees and Costs, and Settlement Administration Costs, and
17 seventy-five percent (75%) of the PAGA Payment as specified in this Agreement.

18 20. "Notice of Objection" means a Class Member's valid and timely written objection
19 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
20 objector's full name, signature, and address (for correspondence and identity verification purposes)
21 , (ii) a written statement of any grounds for the objection they wish to be considered accompanied
22 by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon
23 which the objection is based. Class Members need not include legal arguments for their written
24 objections to be considered. If an objector also wishes to appear at the Final Approval and Fairness
25 Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at
26 the same time as the objection is filed. Any Class Member who does not submit a timely written
27 objection to the Settlement, or who fails to otherwise comply with the specific and technical

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requirements of this section, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

21. "Notice Packet" means the Notice Packet, substantially in the form attached as Exhibit A.

13. "Objection" means any written objection to this Settlement sent by a Class Member to the Settlement Administrator as specified herein and in the Notice of Settlement. An Objection to Settlement must be sent to the Settlement Administrator within the time limitations set forth in this Stipulation.

~~14.22. "Notice of Class Action Settlement" means the notice of settlement, attached as Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.~~

23. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

~~15.24. "PAGA Fund" means the Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) that shall be allocated to resolve any claims brought under the PAGA and paid on a pro-rata basis to the PAGA Members based upon the PAGA Workweek Value formula.~~

25. "PAGA Members" or "PAGA Group" means ~~"all current and former non-exempt employees who worked for Defendant in California from October 23, 2018 through June 9, 2021."~~ means all persons employed by Defendant in the State of California as hourly and/or non-exempt employees at any time during the PAGA Period.

~~16.26. "PAGA Period" means the period from October 23, 2018 through June 9, 2021.~~

27. "PAGA Settlement Payment" means ~~the payment made hereunder to the California Labor and Workforce Development Agency and the Settlement Class Members for settlement of claims for civil penalties under PAGA.~~ means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.).

28. "PAGA Workweeks" means the numbers of ~~W~~workweeks worked by PAGA Members in the PAGA Period.

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1 17.29. “PAGA Workweek Value” means the value of each compensable PAGA Workweek.
2 Defendant will calculate the total number of PAGA Workweeks worked by each participating PAGA
3 Member during the PAGA Period and the aggregate total number of PAGA Workweeks worked by
4 all participating PAGA Members during the PAGA Period.² To determine each participating PAGA
5 Member’s estimated Individual PAGA Settlement Payment from the PAGA Fund, the Settlement
6 Administrator will use the following formula: The PAGA Fund will be divided by the aggregate
7 total number of PAGA Workweeks in the Class Period, resulting in the participating PAGA
8 Member’s “PAGA Workweek Value.”

9 18.30. “Parties” means Plaintiffs and Defendant collectively.

10 19.31. “Plaintiffs” or “Named Plaintiffs” means to include Ericka Monique Carroll, Blaike
11 Wellington, and Betty Perez.

12 20.32. “Preliminary Approval” means the Court order granting preliminary approval of the
13 Settlement Agreement.

14 21. —“Released Claims” means any and all claims, debts, liabilities, demands,
15 obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action
16 contingent or accrued which arise from the factual allegations and claims set forth in the operative
17 ComplaintSecond Amended Complaint during the Settlement Class Period as set forth in this
18 Action, including, but not limited to, (i) the failure to pay minimum wagesunder California Labor
19 Code §§ 510, 1194, 1198 and the applicable IWC Wage Order; (ii) failure to pay overtime wages
20 under California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Order; (iii) failure
21 to provide and/or properly pay for rest periodsunder California Labor Code §§ 226.7, 516, 558, and
22 the applicable IWC Wage Order; (iv) failure to provide and/or properly pay for meal periodsunder
23 California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (v) failure to pay wages
24 of terminated or resigned employeesfinal wages; and (vi) waiting time penaltiesunder California
25 Labor Code §§ 201-203 and the applicable IWC Wage Order; (vii) failure to maintain required
26 recordsunder California Labor Code § 226 and the applicable IWC Wage Order; (viii) failure to

27 _____
28 ² The total number of Workweeks in the PAGA Period is approximately 31,828.29. As such, the
estimated PAGA Workweek Value is estimated to be \$0.39 per Workweek (\$12,500 ÷ 31,828.29 = \$0.39).

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1 provide accurate wage statements ~~including under California Labor Code § 226 and the applicable~~
2 ~~IWC Wage Order; (ix)~~ failure to indemnify employees for necessary expenditures incurred in
3 discharge of duties under California Labor Code §2802; ~~(x)~~ violations of unfair competition law
4 under California Business and Professions Code ~~§§ 17200, et seq §§ 17200-17208; any other claims~~
5 ~~or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; all~~
6 ~~damages, penalties, interest and other amounts recoverable under said claims, causes of action or~~
7 ~~legal theories of relief and claims for restitution; and other equitable relief, liquidated damages,~~
8 ~~waiting time penalties, or any other benefit claimed on account of the allegations asserted in the~~
9 ~~Action; and (xi) civil penalties under the California Private Attorneys General Act of 2004, Labor~~
10 ~~Code §§ 2698-2699.5.~~ –The Released Claims do not extend to any claims not alleged in the
11 ~~operative Complaints~~Second Amended Complaint filed in the Action and specifically excludes
12 claims for workers’ compensation, personal injuries, unemployment insurance, state disability
13 compensation, claims under the Employment Retirement Income Security Act of 1974, previously
14 vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination,
15 retaliation, and harassment including but not limited to those arising under the Age Discrimination
16 In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal
17 Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal
18 laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California
19 Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963,
20 violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal
21 law, rule or regulation concerning discrimination, retaliation and/or harassment. The period of the
22 Release shall extend to the limits of the Class Period. ~~The res judicata effect of the Judgment will~~
23 ~~be the same as that of the Release.~~ Defendant shall be entitled to a release of Released Claims
24 which occurred during the Class Period only during such time that the Settlement Class Member
25 was classified as non-exempt, and expressly excluding all other claims for vested benefits, wrongful
26 termination, unemployment insurance, disability, social security, workers’ compensation, claims
27 while classified as exempt, and claims outside of the Class Period.

28 33.

1 34. “Released PAGA Claims” means all claims, demands, rights, liabilities, penalties,
2 fees, and causes of action under PAGA, including under California Labor Code §§ 558 and/or 2698,
3 et seq., predicated on any Labor Code violations alleged or could have been alleged in the Action
4 based upon the facts alleged in the Second Amended Complaint, the February 4, 2020 PAGA Notice
5 submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 27,
6 2020 Amended PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-
7 20), and/or the October 23, 2019 PAGA Notice submitted on behalf of Plaintiff Blaike Wellington
8 (LWDA-CM-750939-19——) and/or the November 6, 2020 PAGA Notice submitted on behalf
9 of Plaintiff Betty Perez (LWDA-CM-810853-20——).

10 22.35. “Released Parties” means Defendant, and their past, present and/or future, direct
11 and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives,
12 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
13 affiliates, divisions, predecessors, successors, assigns, and joint venturers, if any.

14 22.36. “Request for Exclusion” means a timely written request by a Class Member to be
15 excluded from the Settlement. The Request for Exclusion must: (i) set forth the name, address,
16 telephone number and last four digits of the Social Security Number of the Class Member
17 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
18 Administrator; (iv) clearly state that the Class Member does not wish to be included in the
19 Settlement; and (v) be postmarked on or before the Response Deadline. A Class Member who does
20 not submit a valid Request for Exclusion will be deemed a participating Class Member and will be
21 bound by all terms of the Settlement Agreement, if the settlement is granted Final Approval by the
22 Court. Any Class Member who submits a Request for Exclusion will still remain bound by the
23 PAGA portion of the Settlement Agreement, including the PAGA Released Claims, to the extent the
24 Class Member also is an Aggrieved Employee.

25 24.37. “Response Deadline” means the deadline by which Class Members must postmark
26 the Settlement Administrator Requests for Exclusion or Objection to the Settlement. The Response
27 Deadline will be sixty (60) calendar days from the initial mailing of the Notice of Class Action
28 Settlement Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or

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1 Federal holiday, in which case the Response Deadline will be extended to the next day on which the
2 U.S. Postal Service is open.

3 ~~25,38.~~ “Settlement Administrator” means ILYM Group, Inc., or any other third-party class
4 action settlement administrator approved by the Parties and the Court for the purposes of
5 administering this Settlement. The Parties each represent that they have no financial interest in the
6 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
7 could create a conflict of interest.

8 ~~26,39.~~ “Settlement Administration Costs” includes all costs payable to the Settlement
9 Administrator for administering this Settlement, including, but not limited to, printing, distributing,
10 and tracking notice and other documents for this Settlement, tax reporting, distributing all payments
11 to be made pursuant to this Settlement, and providing necessary reports and declarations, as
12 requested by the Parties. After conference and consultation with the Settlement Administrator,
13 \$13,806.70 will be allocated to Settlement Administration as a “not to exceed” cost.

14 ~~27.~~ “Pay Periods” means the number of calendar pay periods that the Class Member or
15 PAGA Member worked as a non-exempt employee in California during the Class Period or PAGA
16 Period.

17 ~~28,40.~~ “Workweek Value” means the value of each compensable Workweek, as determined
18 by the formula set forth in herein.

19 ~~29.~~ “Workweek” or “Workweeks” means ~~a week~~ the total number of weeks in which a
20 Class Member or PAGA Member worked a shift for Defendant.

21 ~~30,41.~~ “PAGA Workweek Dollar Value” means the Net PAGA Settlement Amount
22 (\$12,500), divided by the Total PAGA Member Workweeks (approximately 31,828.29). The
23 Workweek Dollar Value is estimated to be \$0.39 ($\$12,500 \div 31,828.29 = \0.39).

24 **TERMS OF AGREEMENT**

25 Plaintiff, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

26 ~~31,42.~~ Funding of the ~~Gross Fund Value~~ Gross Settlement Amount. No later than withi
27 thirty (30) sixty-five (65) business calendar days after the Effective Date, Defendant will deposit
28 One Million Dollars and Zero Cents (\$1,000,000.00) into a “Qualified Settlement Fund”

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1 administered by the Settlement Administrator. ~~The Gross Fund Value will be used to pay: (i)~~
2 ~~Individual Settlement Amounts; (ii) the Class Representatives Enhancement Payments; (iii)~~
3 ~~Attorneys' Fees, Costs, and any other expenses; (iv) the PAGA Payment and (v) Settlement~~
4 ~~Administration Costs.~~ Defendant will pay the employer's share of payroll taxes separately. After the
5 Effective Date, the Gross Settlement Amount will be used for: (i) Net Settlement Amount; (ii) the
6 PAGA Settlement Amount; (iii) the Class Representative Enhancement Payments; (iv) Attorneys'
7 Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the Gross
8 Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days after
9 the Effective Date ("Funding Date").

10 32.43. Attorneys' Fees and Costs. ~~Class Counsels~~ Class Counsel will seek an award of
11 Attorneys' Fees and Costs of not more than one-third or Three Hundred and Thirty-Three Thousand
12 and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$333,333.33) in attorney's
13 fees and not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in costs, and
14 Defendant agrees not to oppose such application. All Attorneys' Fees and Costs will be paid from
15 the ~~Gross Fund Value~~ Gross Settlement Amount. Plaintiffs and ~~Class Counsels~~ Class Counsel will
16 not have the right to revoke this Settlement in the event the Court fails to approve the amount of
17 Attorneys' Fees and Costs sought by ~~Class Counsels~~ Class Counsel. Any portion of the Attorneys'
18 Fees and Costs not awarded to ~~Class Counsels~~ Class Counsel will be added to the Net Settlement
19 Amount.

20 33.44. Class Representatives Enhancement Payment. ~~Plaintiffs will apply to the Court for~~
21 ~~their respective Class Representative Enhancement Payments. Plaintiffs seek a Class Representative~~
22 ~~Enhancement Payment of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) for~~
23 ~~each individual plaintiff. These amounts are to award each of them for their effort and work in~~
24 ~~prosecuting the Actions on behalf of Class Members and Aggrieved Employees and Defendant~~
25 ~~agrees not to oppose such application. In recognition of their effort and work in prosecuting the~~
26 Actions on behalf of Class Members, Defendant agrees not to oppose or impede any application or
27 motion by Plaintiffs for Class Representative Enhancement Payments of Ten Thousand Dollars
28 (\$10,000), each. This amount will be considered non-wage damages and will be reported on an IRS

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1 Form 1099. The Class Representative Enhancement Payments, which will be paid from the
2 ~~Maximum Gross~~ Settlement Amount, will be in addition to Plaintiffs' right to an ~~Individual~~
3 ~~Settlement Payment~~Individual Class Settlement Payment pursuant to the Settlement. Plaintiffs will
4 be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant
5 to this paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties,
6 or interest arising as a result of the payments. Plaintiffs will not have the right to revoke this
7 Settlement in the event the Court fails to approve the amount sought by Plaintiffs as Class
8 Representative Enhancement Payments. Any portion of the Class Representative Enhancement
9 Payments not awarded to the Class Representatives will be added to the Net Settlement Amount.

10 34.45. Settlement Administration Costs. The Settlement Administrator will be paid for the
11 reasonable costs of administration of the Settlement and distribution of payments. These costs,
12 which will be paid from the ~~Maximum Settlement Amount~~Gross Settlement Amount, will include,
13 *inter alia*, the required tax reporting on the ~~Individual Settlement Payment~~Individual Settlement
14 Amounts, the issuing of 1099 IRS Forms, preparing and distributing Notices of Class Action
15 Settlement, calculating and distributing all payments to be made pursuant to the Settlement, and
16 providing necessary reports and declarations. ~~Class Counsels~~Class Counsel obtained a "not to
17 exceed" quote from the Settlement Administrator to complete the administration for \$13,806.70.
18 The Settlement Administrator's "not to exceed" quote will represent the Settlement Administrator's
19 agreement that, based on the class size and distributions under the terms of this Settlement, the costs
20 for administration of the terms of this Settlement will not exceed the specified amount. All of the
21 Settlement Administration Costs shall be paid from the ~~Maximum Settlement Amount~~Gross
22 Settlement Amount upon completion of all duties required to be performed by the Settlement
23 Administrator under the terms of this Settlement, or as otherwise required by the Court, subject to
24 the "not to exceed" quote from the Settlement Administrator. The Settlement Administrator will
25 establish the Qualified Settlement Fund Account.

26 35.46. PAGA PaymentPAGA Settlement Amount. ~~Fifty Thousand Dollars and Zero Cents~~
27 ~~(\$50,000.00) shall be allocated from the Maximum Settlement Fund for settlement of claims for~~
28 ~~civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%), or~~

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1 ~~\$37,500.00, to the LWDA and twenty five percent (25%) or \$12,500.00, will be included in the Net~~
2 ~~Settlement Amount and distributed to Settlement Class Members as described in this Agreement.~~
3 ~~Each Settlement Class Member's pro rata share of that \$12,500.00 will be part of his or her~~
4 ~~Individual Settlement Payment.~~ Subject to Court approval, the Parties agree that the amount of Fifty
5 Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount will be
6 designated for satisfaction of the LWDA and Plaintiffs' PAGA claims. Pursuant to PAGA, Seventy-
7 Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00),
8 of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five
9 Hundred Dollars and Zero Cents (\$12,500.00), will be paid to PAGA Members in proportion to the
10 number of Workweeks worked during the PAGA Period.

11 47. No Right to Exclusion or Objections by PAGA Representative Action Members.
12 Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting
13 as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, no
14 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members
15 will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless
16 of whether he or she cashes any payment received as a result of this Settlement.

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17 48. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
18 participating Class Members. No portion of the Net Settlement Amount will revert to or be retained
19 by Defendant.

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

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22 ~~36. Individual Settlement Payment~~ Individual Class Settlement Payment Calculations.
23 ~~Individual Settlement Payments will be calculated and apportioned from the Net Settlement~~
24 ~~Amount based on the number of Workweeks a Class Member worked during the Class Period as a~~
25 ~~non-exempt employee in California. Specific calculations of Individual Settlement Payments will~~
26 ~~be made as follows:~~

27 ~~37. 34(a). The Settlement Administrator will calculate the total number of Workweeks~~
28 ~~worked by each Class Member as a non-exempt employee in California during the Class Period and~~

1 the aggregate total number of Workweeks worked by all Class Members as non-exempt employees
2 in California during the Class Period. Defendant will calculate the total number of Workweeks
3 worked by each participating Class Member during the Class Period and the aggregate total number
4 of Workweeks worked by all participating Class Members during the Class Period. To determine
5 each participating Class Member's estimated Individual Class Settlement Payment from the Net
6 Settlement Amount, the Settlement Administrator will use the following formula: The Net
7 Settlement Amount will be divided by the aggregate total number of Workweeks worked by all
8 participating Class Members during the Class Period, resulting in the "Class Workweek Value."
9 Each participating Class Member's Individual Class Settlement Payment will be calculated by
10 multiplying each individual participating Class Member's total number of Workweeks by the Class
11 Workweek Value. The Individual Class Settlement Payment will be reduced by any required
12 deductions for each participating Class Member as specifically set forth herein, including
13 employee-side tax withholdings or deductions. The entire Net Settlement Amount will be disbursed
14 to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any
15 valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately
16 increase the Individual Class Settlement Payment for each participating Class Member according to
17 the number of Workweek worked, so that the amount actually distributed to the Settlement Class
18 equals 100% of the Net Settlement Amount.

19 50.

20 51. 34(b). To determine each Class Member's estimated "Individual Settlement
21 Payment," the Settlement Administrator will use the following formula: The Net Settlement
22 Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek
23 Value. Each Class Member's "Individual Settlement Payment" will be calculated by multiplying
24 each individual Class Member's total number of Workweeks by the Workweek Value. Individual
25 PAGA Settlement Payment Calculations. Defendant will calculate the total number of Workweeks
26 worked by each PAGA Member during the PAGA Period and the aggregate total number of
27 Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA
28 Member's estimated Individual PAGA Fund, the Settlement Administrator will use the following

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1 formula: The PAGA Fund will be divided by the aggregate total number of Workweeks worked by
2 all PAGA Members during the PAGA Period, resulting in the “PAGA Workweek Value.” Each
3 PAGA Member’s Individual PAGA Settlement Payment will be calculated by multiplying each
4 individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. The entire
5 PAGA Fund will be disbursed to all PAGA Members.

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6 ~~34(c). The entire Net Settlement Amount will be disbursed as Individual Settlement~~
7 ~~Payments to Class Members. If there are any valid and timely Requests for Exclusion from~~
8 ~~members of the Settlement Class, the Settlement Administrator shall proportionately increase the~~
9 ~~Individual Settlement Payment for each Class Member according to the number of Workweeks~~
10 ~~worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net~~
11 ~~Settlement Amount.~~

12 ~~38.52. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Class~~
13 ~~Members under this Settlement, as well as any other payments made pursuant to this Settlement,~~
14 ~~will not be utilized to calculate any additional benefits under any benefit plans to which any Class~~
15 ~~Members may be eligible, including, but not limited to: (i) profit sharing plans, (ii) bonus plans,~~
16 ~~(iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO~~
17 ~~plans, and (viii) any other benefit plan. Rather, it is the Parties’ intention that this Settlement~~
18 ~~Agreement will not affect any rights, contributions, or amounts to which any Class Members may~~
19 ~~be entitled under any benefit plans. The Individual Class Settlement Payments made to participating~~
20 Class Members and Individual PAGA Settlement Payments made to PAGA Members under this
21 Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to
22 calculate any additional benefits under any benefit plans to which any Class Members may be
23 eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
24 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
25 Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or
26 amounts to which any Class Members or PAGA Members may be entitled under any benefit plans.

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1 39.53. Settlement Administration Process. The Parties agree to cooperate in the
2 administration of the settlement and to make all reasonable efforts to control and minimize the costs
3 and expenses incurred in administration of the Settlement.

4 40.54. Delivery of the Class List. Within ~~twenty-three~~ (320) business days of entry of the
5 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
6 Settlement Administrator.

7 41.55. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the
8 Class List from Defendant, the Settlement Administrator will mail a ~~Notice of Class Action~~
9 ~~Settlement~~ Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most
10 current, known mailing addresses identified in the Class List.

11 42.56. Confirmation of Contact Information in the Class List and Undeliverable Notices.
12 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
13 of Address Database for information to update and correct for any known or identifiable address
14 changes. Any Notices of Class Action Settlement returned to the Settlement Administrator as non-
15 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
16 Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the
17 date of such re-mailing on the ~~Notice of Class Action Settlement~~ Notice Packet. If no forwarding
18 address is provided, the Settlement Administrator will promptly attempt to determine the correct
19 address using an Accurint search/skip-trace, and will then perform a single re-mailing.

20 57. Notices of Class Action Settlement. All Class Members will be mailed a Notice of
21 Class Action Settlement in both English and Spanish in the form attached as Exhibit A³, or as
22 provided by Court order. Notice Packets. All Class Members will be mailed a Notice Packet. Each
23 Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of
24 the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the
25 total number of Pay Periods each respective Class Member and PAGA Member worked for
26

27 ³ Only the English version of the Class Notice is being attached to the Stipulation of Class Action
28 Settlement. Once the above entitled case receives Preliminary Approval then the Claim Administrator, ILYM Group,
will translate the Class Notice also into Spanish.

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1 Defendant during the Class Period and PAGA Period; (v) each Class Member's and PAGA
2 Member's estimated Individual Class Settlement Payment and Individual PAGA Settlement and the
3 formula for calculating said payments; (vi) the dates which comprise the Class Period and PAGA
4 Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii)
5 the deadlines by which the Class Member must postmark or fax Request for Exclusions, or
6 postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

7 43. —

8 44.58. Disputed Information on Notice Packets. Class Members and PAGA Members will
9 have an opportunity to dispute the information provided in their Notice Packets. To the extent Class
10 Members and/or PAGA Members dispute their employment dates or the number of Pay Periods on
11 record ("Workweeks Dispute"), Class Members and/or PAGA Members may produce evidence to
12 the Settlement Administrator showing that such information is inaccurate. Defendant's records will
13 be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute
14 and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response
15 Deadline, and will be decided within ten (10) business days after the Response Deadline. Disputed
16 Information on Notices of Class Action Settlement. Class Members will have an opportunity to
17 dispute the information provided in their Notices of Class Action Settlement. To the extent Class
18 Members dispute their employment dates or the number of Workweeks as set forth on the Notice,
19 Class Members may produce evidence to the Settlement Administrator showing that such
20 information is inaccurate. The Settlement Administrator will advise the Parties of such dispute,
21 allow Defendant five (5) business days to respond with any additional information or records, and
22 then decide the dispute. Defendant's records will be presumed correct, but the Settlement
23 Administrator will evaluate the evidence submitted by the Class Member and Defendant and will
24 make the final decision as to the merits of the dispute.

25 45.59. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
26 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
27 Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that
28 are mailed to the Settlement Administrator, the postmark date will be the exclusive means to

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determine whether a Request for Exclusion has been timely submitted. ~~Requests for Exclusion. Any Class Member wishing to opt out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt out of the Settlement Agreement. More specifically, a Class Member may request to be excluded from the effect of this Agreement, and any payment of amounts under this Agreement by timely mailing a Request for Exclusion letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Action. This letter must include the Class Member's name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by the Response Deadline date that will be specified in the Class Notice (no less than sixty (60) days from the initial mailing of the Class Notice by the Settlement Administrator). However, if a Notice of Class Action Settlement needs to be re-mailed then that individual Class Member will be provided sixty (60) additional days to object or request exclusion from the settlement based on the date of the new mailing. A Class Member who properly submits a valid and timely request to be excluded from the Action will not receive any payment of any kind in connection with this Agreement or this Action, will not be bound by or receive any benefit of this Agreement, and will have no standing to object to the Settlement. However, any such exclusion shall not apply to those Class Members who may be eligible to receive a settlement payment under the PAGA settlement herein. Class Members who do not timely request exclusion will be bound by the releases herein and receive an individual settlement payment ("Participating Class Members"). A request for exclusion must be mailed to the Settlement Administrator at its address to be provided in the Class Notice, and the Settlement Administrator will promptly transmit the requests for exclusion to counsel for the parties.~~

46.60. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her

1 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
2 The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15) calendar
3 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
4 Exclusion. If the revised Request for Exclusion is not postmarked and mailed within that period, it
5 will be deemed untimely.

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

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11 61.
12 62. Escalator. This Settlement is based on Defendant's representation that there are
13 approximately Six Hundred and Seventy (670) Class Members and (497) PAGA Members. If, the
14 number of Class Members or PAGA Members increases by more than ten percent (10%) of the
15 amount stated then the Net Settlement Amount then Plaintiffs may request a pro rata increase in the
16 Gross Settlement Amount or, if Defendant refuses, Plaintiffs may void the settlement before Final
17 Approval. Defendant shall provide the Settlement Administrator and Class Counsel with
18 information about the number of Workweeks at issue as of June 9, 2021.

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19 63. Releases by participating Class Members. Upon the Effective Date, and except as to
20 such rights or claims as may be created by this Settlement Agreement, each participating Class
21 Member, together and individually, on their behalf and on behalf of their respective heirs, executors,
22 administrators, agents, and attorneys, shall fully and forever release and discharge all of the
23 Released Parties, or any of them, from each of the Released Class Claims arising during the Class
24 Period.

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25
26 64. Releases by PAGA Members. Upon the Effective Date, and except as to such rights
27 or claims as may be created by this Settlement Agreement, each PAGA Member, together and
28 individually, on their behalf and on behalf of their respective heirs, executors, administrators,

1 ~~agents, and attorneys, Objection Procedures. The Notice shall state that Settlement Class Members~~
2 ~~who wish to object to the Settlement may do so by a written statement of objection (“Notice of~~
3 ~~Objection”) to be mailed by the Response Deadline to the Settlement Administrator or by appearing~~
4 ~~at the hearing for Final Approval. The Objection must be signed by the Class Member and contain~~
5 ~~all information required by this Settlement Agreement. The postmark date of the filing and service~~
6 ~~will be deemed the exclusive means for determining that the Objection is timely. The Notice of~~
7 ~~Objection must state: (1) the case name and number; (2) the name of the Settlement Class Member;~~
8 ~~(3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class~~
9 ~~Member’s Social Security number; (4) the basis for the objection; and (5) if the Settlement Class~~
10 ~~Member intends to appear at the Final Approval/Settlement Fairness Hearing. The Settlement~~
11 ~~Administrator will promptly provide any Notices of Objection to the parties’ counsel upon~~
12 ~~receiving them. Class Counsels will include all objections received and Plaintiffs’ response(s) with~~
13 ~~Plaintiffs’ motion for final approval of the Settlement. Settlement Class Members may also have a~~
14 ~~right to have their objections heard at the Final Approval/Settlement Fairness Hearing. Any Class~~
15 ~~Members who request exclusion from the Settlement will have no standing to object to it.~~

16 65. Release of Claims by Plaintiffs. In addition to the Class Released Claims applicable
17 to the participating Class Members and the PAGA Released Claims applicable to PAGA Members,
18 and in consideration for the Enhancement Payment, Plaintiffs release the Released Parties from all
19 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
20 known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation
21 of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection
22 with any act or omission by or on the part of any of the Released Parties committed or omitted
23 through the Effective Date. This release is intended to have the broadest possible application but
24 excludes claims for workers’ compensation benefits, claims for unemployment benefits, and any
25 current and/or future claims that are unwaivable as a matter of law. Nothing in this Agreement is
26 intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiffs’ obligation to
27 testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiffs’ right and/or
28 obligation to contact, cooperate with, provide information to, or participate in any investigation

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1 conducted by, any government agency or commission. Plaintiffs' release as set forth herein includes
2 a waiver of all rights under California Civil Code section 1542, which includes a release of all
3 known and unknown claims against the Released Parties that have been alleged or could have been
4 alleged arising out of the facts, circumstances, causes of action, and primary rights alleged in the
5 Action. Civil Code section 1542 provides:

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

12 48. Upon the Effective Date, Plaintiffs will be deemed to have expressly waived their
13 rights under Civil Code section 1542, as set forth above. Plaintiffs' execution of this Settlement
14 Agreement will be deemed a consent by Plaintiffs to this general release of claims and Section 1542
15 waiver.

16 66. Objection Procedures. To object to the Settlement Agreement, a Class Member may
17 either postmark a valid Notice of Objection to the Settlement Administrator on or before the
18 Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to
19 object either by submitting a valid Notice of Objection or appearing in person at the Final Approval
20 Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from
21 making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time
22 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
23 submit written objections to the Settlement Agreement or appeal from the final approval order and
24 judgment. Class Counsel will not represent any Class Members with respect to any such objections
25 to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for
26 Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of
27 Objection shall be rejected, and the Class Member shall not participate in or be bound by the
28 Settlement.

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1 67. Certification Reports. The Settlement Administrator will provide Defendant's
2 counsel and Class Counsel a weekly report that certifies the number of Class Members who have
3 submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class
4 Member has submitted a challenge to any information contained in their Notice Packet.
5 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
6 reports regarding the administration of the Settlement Agreement as needed or requested.

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7 68. Distribution Timing of Individual Settlement Amounts. Within thirty (30) calendar
8 days of the Funding Date by Defendant, the Settlement Administrator will issue payments to: (i)
9 participating Class Members and PAGA Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class
10 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
11 services performed in connection with the Settlement.

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12 69. Un-cashed Settlement Checks. Class Members will receive checks for their
13 Individual Settlement Amounts and said checks will remain negotiable for one hundred twenty
14 (120) days ("Check-Cashing Deadline"). Any checks not cashed within one hundred twenty (120)
15 calendar days will be voided. The funds from the uncashed checks shall be distributed by the
16 Settlement Administrator, in accordance with California Code of Civil Procedure section 384. Any
17 amounts from settlement checks that remain uncashed and otherwise unclaimed shall be distributed
18 to a court approved cy pres beneficiary. Subject to Court approval, the Parties appoint Bet Tzedek
19 Legal Services, a section 501(c)(3) corporation, as the designated cy pres beneficiary. No later than
20 ten (10) calendar days after the expiration of the one hundred twenty (120) day period, the
21 Settlement Administrator shall pay the amounts contained in the settlement checks that were not
22 cashed within one hundred twenty (120) calendar days, and all interest that has accrued, to the cy
23 pres beneficiary. The Settlement Administrator shall provide a declaration of payment to the cy
24 pres beneficiary, which will be served on Class Counsel and Defendant's Counsel within ten (10)
25 calendar days of payment of the residual to such beneficiary. Any costs associated with
26 administering the remaining funds under this section (e.g., bank stop-payment charges, settlement
27 administration costs associated with any reserve amount) or payments to the cy pres beneficiary will
28 be deducted before donation of any cy pres funds.

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1 ~~49. Settlement Administrator Reports. The Settlement Administrator will provide~~
2 ~~Defendant's counsel and Class Counsels a weekly report of the number of Class Members who~~
3 ~~have submitted valid Requests for Exclusion, Objections, and disputes regarding Pay Periods~~
4 ~~calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties any~~
5 ~~updated reports regarding the administration of the Settlement Agreement as needed or requested.~~

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6 ~~50. Distribution and Timing of Payments. Within sixty five (65) calendar days of the~~
7 ~~Effective Date, and after Defendant has fully funded the Qualified Settlement Fund with the~~
8 ~~Maximum Settlement Amount, the Settlement Administrator will issue payments to: (i) all~~
9 ~~Class Members who have not submitted a valid and timely Request for Exclusion, including~~
10 ~~any Class Member whose notice was returned as undeliverable; (ii) Plaintiff; (iii) Class~~
11 ~~Counsel; and (iv) the LWDA. The Settlement Administrator will also issue a payment to~~
12 ~~itself for Court approved services performed in connection with the Settlement. The~~
13 ~~Settlement Administrator will pay Individual Settlement Payments from the Net Settlement~~
14 ~~Amount to all Participating Class Members. The Settlement Administrator will do so by~~
15 ~~sending a check in the appropriate amount to the Class Member at the address indicated in~~
16 ~~the list of Class Member names and addresses provided by Defendant, or as subsequently~~
17 ~~determined by the Settlement Administrator to be correct.~~

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18 ~~51. Un-Cashed Settlement Checks. Class Members will receive checks for their~~
19 ~~Individual Settlement Payments. Checks will remain negotiable for one hundred twenty~~
20 ~~(120) days ("Check Cashing Deadline"). Any checks not cashed within one hundred twenty~~
21 ~~(120) calendar days will be voided. The funds from the uncashed checks shall be distributed~~
22 ~~by the Settlement Administrator, in accordance with California Code of Civil Procedure~~
23 ~~section 384. Any amounts from settlement checks that remain uncashed and otherwise~~
24 ~~unclaimed shall be distributed to a court approved cy pres beneficiary. Subject to Court~~
25 ~~approval, the Parties appoint Bet Tzedek Legal Services, a section 501(c)(3) corporation, as~~
26 ~~the designated cy pres beneficiary. No later than ten (10) calendar days after the expiration~~
27 ~~of the one hundred twenty (120) day period, the Settlement Administrator shall pay the~~
28 ~~amounts contained in the settlement checks that were not cashed within one hundred twenty~~

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1 ~~(120) calendar days, and all interest that has accrued, to the cy pres beneficiary. The~~
2 ~~Settlement Administrator shall provide a declaration of payment to the cy pres beneficiary,~~
3 ~~which will be served on Class Counsels and Defendant's Counsel within ten (10) calendar~~
4 ~~days of payment of the residual to such beneficiary. Any costs associated with administering~~
5 ~~the remaining funds under this section (e.g., bank stop payment charges, settlement~~
6 ~~administration costs associated with any reserve amount) or payments to the cy pres~~
7 ~~beneficiary will be deducted before donation of any cy pres funds.~~

8 52.70. Certification of Completion. Upon completion of administration of the Settlement,
9 the Settlement Administrator will provide a written declaration under oath to certify such
10 completion to the Court and counsel for all Parties.

11 71. Allocation of Individual Settlement PaymentIndividual Class Settlement Payments.
12 All ~~Individual Settlement Payment~~Individual Class Settlement Payments will be allocated as
13 follows: (a) 33% as wages and (b) 67% as penalties and interests. The Settlement Administrator will
14 be responsible for issuing to each claimant a form W-2 for amounts deemed "wages" and an IRS
15 Form 1099 for the portions allocated to penalties.

16 53.72. Treatment of Individual PAGA Settlement Payments. All Individual PAGA
17 Settlement Payments shall be allocated as One Hundred Percent (100%) non-wage penalties, for
18 which IRS Forms 1099-MISC will be issued.

19 54.73. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiffs, Class Members, PAGA Members, and
21 ~~Class Counsels~~Class Counsel tax forms as may be required by law for all amounts paid pursuant to
22 this Settlement. The Settlement Administrator will also be responsible for forwarding all taxes and
23 penalties to the appropriate government authorities as may be required by law.

24 55.74. Tax Liability. Defendant makes no representation as to the tax treatment or legal
25 effect of the payments called for hereunder, and Plaintiffs, participating ~~and~~ Class Members, and
26 PAGA Members are not relying on any statement, representation, or calculation by Defendant or by
27 the Settlement Administrator in this regard. Plaintiffs, participating Class Members, and PAGA
28 Members ~~Plaintiffs and Class Members~~ understand and agree that they will be solely responsible

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1 for the payment of any taxes and penalties assessed on the payments described herein and will
2 defend, indemnify, and hold Defendant free and harmless from and against any claims resulting
3 from treatment of such payments as non-taxable damages.

4 ~~56-75.~~ Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
5 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO
6 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
7 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
8 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
9 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
10 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
11 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
12 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
13 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
14 HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
15 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
16 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
17 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
18 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
19 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
20 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
21 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
22 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
23 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
24 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
26 CONTEMPLATED BY THIS AGREEMENT.

27 ~~57-76.~~ No Prior Assignments. The Parties and their counsel represent, covenant, and
28 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right herein released and discharged.

3 58.77. Nullification of Settlement Agreement. In the event that: (i) the Court does not
4 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
5 any other reason, then this Settlement Agreement, and any documents generated to bring it into
6 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
7 Settlement Agreement will likewise be treated as void from the beginning.In the event that: (i) the
8 Court does not finally approve the Settlement as provided herein; (ii) the appropriate appellate court
9 fails to approve the Settlement; or (iii) the Settlement does not become final for any other reason:
10 (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their
11 respective positions prior to entering into it, and no Party shall be bound by any of the terms of the
12 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the
13 Settlement Class and PAGA Members, Plaintiffs or Class Counsel; (3) any preliminary approval
14 order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all
15 negotiations, statements, proceedings and data relating thereto shall be deemed confidential
16 mediation settlement communications and not subject to disclosure for any purpose in any
17 proceeding.

18 59.78. Preliminary Approval Hearing. Plaintiffs will obtain a date for hearing before the
19 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a
20 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement
21 purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date
22 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
23 the Notice of Class Action Settlement to be sent to all Class Members as specified herein. In
24 conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
25 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of
26 Class Action Settlement.Plaintiffs will obtain a hearing before the Court to request the Preliminary
27 Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i)
28 conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary

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1 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The
2 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
3 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
4 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
5 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
6 drafting all documents necessary to obtain preliminary approval, and will provide a draft to
7 Defendant's counsel for their review at least five (5) business days before the filing deadline. The
8 Parties will work in good faith to consider and implement any proposed revisions to Plaintiffs'
9 Motion for Preliminary Approval. In accordance with Labor Code section 2699(l)(2), Class Counsel
10 shall submit a copy of this proposed Settlement to the LWDA on the same date on which Plaintiffs
11 file the Motion for Preliminary Approval.

12 ~~60,79.~~ Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
13 deadlines to postmark Requests for Exclusion and/or Objections to the Settlement Agreement, and
14 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
15 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
16 for (i) Individual Settlement Payments; (ii) the Class Representatives Enhancement Payments; (iii)
17 Attorneys' Fees and Costs; and (iv) all Settlement Administration Costs. The Final
18 Approval/Settlement Fairness Hearing will be held no earlier than thirty calendar (30) days after the
19 Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement
20 Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine
21 the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i)
22 Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Net
23 Settlement Amount; (iv) the PAGA Settlement Amount; (v) all Settlement Administration Costs.
24 The final fairness hearing will not be held earlier than Response Deadline. Class Counsels will be
25 responsible for drafting all documents necessary to obtain final approval. Class Counsels will also
26 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
27 hearing, thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible
28 for drafting all documents necessary to obtain final approval and will provide a draft to Defendant's

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1 counsel for their review at least five (5) business days before the filing deadline. The Parties will
2 work in good faith to consider and implement any proposed revisions to Plaintiffs' Motion for Final
3 Approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
4 application to be heard at the final approval hearing.

5 61. — Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
6 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
7 to the Court for its approval. After entry of the Judgment, the Court will have continuing
8 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
9 the Settlement, (ii) Settlement Aadministration matters, and (iii) such post-Judgment matters as may
10 be appropriate under court rules or as set forth in this Settlement Agreement.

11 62. — General Release by Plaintiffs. In consideration for the consideration set forth in this
12 Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, does waive, release,
13 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
14 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
15 which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not
16 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,
17 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal
18 injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud
19 claims, quantum meruit claims, and any and all claims arising under any federal, state or other
20 governmental statute, law, regulation or ordinance, including any claims arising under the
21 California Fair Employment and Housing Act (FEHA), the California Labor Code, the Wage Orders
22 of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
23 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
24 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and
25 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
26 Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and
27 any and all claims arising under any federal, state or other governmental statute, law, regulation or
28 ordinance. Plaintiffs hereby expressly waive and relinquish any and all claims, rights or benefits

1 that they may have under California Civil Code § 1542, which provides as follows:

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

10 ~~80. Plaintiffs may hereafter discover claims or facts in addition to, or different from,~~
11 ~~those which they now know or believe to exist, but they expressly agree to fully, finally and forever~~
12 ~~settle and release any and all claims against the Released Parties, known or unknown, suspected or~~
13 ~~unsuspected, which exist or may exist against Released Parties at the time of execution of this~~
14 ~~Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs'~~
15 ~~employment with Defendant. The Parties further acknowledge, understand and agree that this~~
16 ~~representation and commitment is essential to the Agreement and that this Agreement would not~~
17 ~~have been entered into were it not for this representation and commitment.~~

18 ~~63. Release by All Settlement Class Members. Plaintiffs and all Class Members who do~~
19 ~~not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her~~
20 ~~heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally~~
21 ~~release and discharge the Released Parties from any and all of the Released Claims for the entirety~~
22 ~~of the Class Period across the Actions. This waiver and release will be final and binding on the date~~
23 ~~in which Defendant fully funds the settlement, by depositing the Maximum Settlement Amount into~~
24 ~~the Qualified Settlement Fund established by the Claim Administrator, and will have every~~
25 ~~preclusive effect permitted by law. Plaintiffs and the Settlement Class Members may hereafter~~
26 ~~discover facts or legal arguments in addition to or different from those they now know or currently~~
27 ~~believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or~~
28 ~~legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue~~
~~of this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by~~
~~operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled~~
~~and released all of the Released Claims. The Parties understand and specifically agree that the scope~~

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1 of the release described in this Paragraph: is a material part of the consideration for this Agreement;
2 was critical in justifying the agreed upon economic value of this settlement and without it
3 Defendant would not have agreed to the consideration provided; and is narrowly drafted and
4 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims
5 that were or could have been alleged based on the facts, causes of action, and legal theories
6 contained in the operative complaint in the Action.

7 64. ~~Released PAGA Claims, collectively with Released Class Claims, the "Released~~
8 ~~Claims") means all claims, rights, demands, liabilities, causes of action, and theories of liability of~~
9 ~~every nature and description~~ under the California Labor Code Private Attorneys General Act of
10 2004, Labor Code Sections 2698, *et seq.*, whether known or unknown, that were or could have been
11 alleged against Defendant or any of the Released Parties arising out of, in connection with, or based
12 on the facts alleged in the Complaints and PAGA Letters for failure to pay minimum wage under
13 California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Order; failure to pay
14 overtime wages under California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage
15 Order; failure to provide and/or properly pay for rest periods under California Labor Code §§ 226.7,
16 516, 558, and the applicable IWC Wage Order; failure to provide and/or properly pay for meal
17 periods under California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; failure to
18 pay wages of terminated or resigned employees and waiting time penalties under California Labor
19 Code §§ 201-203 and the applicable IWC Wage Order; failure to maintain required records under
20 California Labor Code § 226 and the applicable IWC Wage Order; failure to provide accurate wage
21 statements including under California Labor Code § 226 and the applicable IWC Wage Order;
22 failure to indemnify employees for necessary expenditures incurred in discharge of duties under
23 California Labor Code §2802, any other claims or penalties under the California Labor Code or
24 other wage and hour laws pleaded in the Action, conversion, penalties, damages, interest, costs or
25 attorneys' fees, and violations of any other state or federal law, whether for economic damages,
26 non-economic damages, liquidated or punitive damages, restitution, tort, contract, equitable relief,
27 injunctive or declaratory relief, to the extent necessary to effect a full and complete release of the
28 Released PAGA Claims. This release shall extend to all such claims accrued during the PAGA

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1 ~~Period and shall be binding on all PAGA Members regardless of whether they submit a valid~~
2 ~~Request for Exclusion from the Class.~~

3 65.81. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
4 include the terms set forth in any attached Exhibits, which are incorporated by reference as though
5 fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the
6 Settlement.

7 66.82. Publicity Agreement. Plaintiffs and ~~Class Counsels~~Class Counsel agree not to
8 disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and
9 the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
10 person or entity, except potential class members and as shall be contractually required to effectuate
11 the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs and ~~Class~~
12 ~~Counsels~~Class Counsel agree not to issue press releases, communicate with, or respond to any
13 media or publication entities, publish information in manner or form, whether printed or electronic,
14 on any medium or otherwise communicate, whether by print, video, recording or any other medium,
15 with any person or entity concerning the Settlement, including the fact of the Settlement, its terms
16 or contents and the negotiations underlying the Settlement, except as shall be contractually required
17 to effectuate the terms of the Settlement. However, for the limited purpose of allowing Plaintiffs'
18 Counsel to prove adequacy as class counsel in other actions for the limited purpose of showing to
19 the court that the case has settled, Plaintiffs' Counsel may disclose the name of the Parties in this
20 action and the venue/case number of this action (but not any other settlement details) for such
21 purposes.

22 67.83. No Unalleged Claims. Plaintiffs and ~~Class Counsels~~Class Counsel represent that
23 they are not currently aware of any: (a) unalleged claims in addition to, or different from, those
24 which are finally and forever settled and released against the Released Parties by this Settlement;
25 and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought
26 against Defendant, except such facts and theories specifically alleged in the ~~operative~~
27 ~~complaints~~Second Amended Complaint in this Action. Plaintiffs and Plaintiffs' Counsels will
28 further represent that, other than the instant Action, they have no current intention of asserting any

1 other claims against Defendant in any judicial or administrative forum and do not currently know of
2 or represent any persons who have expressed any interest in pursuing litigation or seeking any
3 recovery against Defendant. The Parties acknowledge, understand and agree that the representations
4 described in this paragraph are essential to the Settlement Agreement and that this Settlement
5 Agreement would not have been entered into were it not for this representation.

6 ~~68.84.~~ Defendant's Option to Revoke Settlement. If, after the Response Deadline, the
7 number of Settlement Class Members who submitted timely and valid written requests for
8 exclusion from the Settlement is at least five percent (5%) of all 670 Settlement Class Members,
9 Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant
10 exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to
11 ~~Class Counsels~~Class Counsel within seven (7) business days after the Response Deadline and (b)
12 pay all Settlement Administration Costs incurred up to the date or as a result of the termination, and
13 the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

14 ~~69.85.~~ Entire Agreement. ~~This Settlement Agreement and any attached Exhibits constitute~~
15 ~~the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral~~
16 ~~agreements may be deemed binding on the Parties.~~This Settlement Agreement and any attached
17 Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
18 written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
19 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which
20 provide that a written agreement is to be construed according to its terms and may not be varied or
21 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
22 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

23 ~~70.86.~~ Amendment or Modification. This Settlement Agreement may be amended or
24 modified only by a written instrument signed by counsel for all Parties or their successors-in-
25 interest.

26 ~~71.87.~~ Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
27 and represent they are expressly authorized by the Parties whom they represent to negotiate this
28 Settlement Agreement and to take all appropriate action required or permitted to be taken by such

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1 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
2 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
3 counsel will cooperate with each other and use their best efforts to effect the implementation of the
4 Settlement. If the Parties are unable to reach agreement on the form or content of any document
5 needed to implement the Settlement, or on any supplemental provisions that may become necessary
6 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
7 such disagreement.

8 72.88. Binding on Successors and Assigns. This Settlement Agreement will be binding
9 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 73.89. California Law Governs. All terms of this Settlement Agreement and Exhibits
12 hereto will be governed by and interpreted according to the laws of the State of California.

13 74.90. Execution and Counterparts. This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
15 executed counterparts and each of them, including electronic signature (e.g., DocuSign), facsimile
16 and scanned copies of the signature page, will be deemed to be one and the same instrument
17 provided that counsel for the Parties will exchange among themselves original signed counterparts.

18 75.91. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
19 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
20 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
21 taking into account all relevant factors, present and potential. The Parties further acknowledge that
22 they are each represented by competent counsel and that they have had an opportunity to consult
23 with their counsel regarding the fairness and reasonableness of this Settlement. In addition, the
24 Mediator may execute a declaration supporting the Settlement and the reasonableness of the
25 Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and
26 whether or not the Settlement is objectively fair and reasonable

27 76.92. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

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

77.94. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void and the Court shall, either *sua sponte* or on motion of any party, decertify the class. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

78.95. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it 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 its employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any

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

3 ~~79.96.~~ Waiver. No waiver of any condition or covenant contained in this Settlement or
4 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
5 constitute a further waiver by such party of the same or any other condition, covenant, right or
6 remedy.

7 ~~80.97.~~ Enforcement Action. In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties to enforce the provisions of this
9 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
10 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
11 and costs, including expert witness fees incurred in connection with any enforcement actions.

12 ~~81.98.~~ Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
13 and conditions of this Settlement. Accordingly, this Settlement Agreement will not be construed
14 more strictly against one party than another merely by virtue of the fact that it may have been
15 prepared by counsel for one of the Parties. It being recognized that, because of the arms-length
16 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
17 Agreement.

18 ~~82.99.~~ Representation By Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this Settlement
20 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
21 counsel. Further, Plaintiffs and ~~Class Counsels~~Class Counsel warrant and represent that there are no
22 liens on the Settlement Agreement.

23 ~~83.100.~~ All Terms Subject to Final Court Approval. All amounts and procedures described
24 in this Settlement Agreement herein will be subject to final Court approval.

25 ~~84.101.~~ Cooperation and Execution of Necessary Documents. All Parties will cooperate in
26 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
27 this Settlement Agreement.

1 85.102. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into this Settlement, and further intend that this Settlement will be fully
3 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure
4 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
5 that otherwise might apply under federal or state law.

6 **SO AGREED AND STIPULATED. READ CAREFULLY BEFORE SIGNING.**

7 **PLAINTIFF ERICKA CARROLL**

8
9 Dated: April 11, 2022April 7, 2022April 7, 2022April 5, 2022March 23, 2022

10 _____
Ericka ~~Monique~~ Carroll

11
12 **PLAINTIFF BLAIKE WELLINGTON**

13 DATED: April 11, 2022April 7, 2022April 7, 2022April 5, 2022March 23, 2022

14 _____
Blaike Wellington

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16 **PLAINTIFF BETTY PEREZ**

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18 DATED: April 11, 2022April 7, 2022April 7, 2022April 5, 2022March 23, 2022

19 _____
Betty Perez

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22 **DEFENDANT L.A. FAMILY HOUSING**
23 **CORPORATION**

24
25 DATED: April 11, 2022April 7, 2022April 7, 2022April 5, 2022March 23, 2022

26 _____
By: Stephane Klasky-Gamer
27 Title: CEO
28

1
2 **LEWIS BRISBOIS BISGAARD & SMITH**

3
4 DATED: April 11, 2022April 7, 2022April 7,
5 2022April 5, 2022March 23, 2022

6 By _____
7 Katherine Den Bleyker
8 Christopher W. Harmon
9 Armine Antonyan
10 Attorneys for Defendant, L.A. Family
11 Housing Corporation

12
13 **DAVID YEREMIAN & ASSOCIATES, INC.**

14
15 DATED: April 11, 2022April 7, 2022April 7,
16 2022April 5, 2022March 23, 2022

17 By _____
18 David Yeremian
19 Roman Shkodnik
20 Attorneys for Plaintiff, Ericka Monique
21 Carroll and all others similarly situated

22
23 DATED: April 11, 2022April 7, 2022April 7,
24 2022April 5, 2022March 23, 2022

25 **WEST COAST TRIAL LAWYERS, APLC**

26 By: _____
27 Ronald Zambrano
28 Melineh Kasbarian
Attorneys for Plaintiff Blaike Wellington

29
30 DATED: April 11, 2022April 7, 2022April 7,
31 2022April 5, 2022May ____ 2021

32 **AEGIS LAW FIRM, PC**

By: _____
Kashif Haque
Jessica L. Campbell
Attorneys for Plaintiff Blaike Wellington

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Ericka Carroll v L.A. Family Housing, LLC, et al.
Los Angeles Superior Court (Case No. 20STCV04474)

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. THIS
NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH.**

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), you are notified that preliminary approval of a class action settlement reached between Ericka Carroll, Betty Perez, and Blaike Wellington (“Plaintiffs” or “Named Plaintiffs”) and Defendant L.A. Family Housing Corporation, a California domestic nonprofit (“Defendant”) (“Plaintiffs and Defendant are collectively referred to herein as the “Parties”), was granted on **[Preliminary Approval Date]**, in the case entitled *Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474, which may affect your legal rights.

You may be entitled to money from this Settlement. Defendant’s records show that you were hired by Defendant as a non-exempt or hourly paid employee in California at any time from February 4, 2016 to June 9, 2021. The Court has ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from portions of the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the all terms of the Settlement and any final judgment.

I. IMPORTANT DEFINITIONS

- “**Class Member**” means all current and former non-exempt employees of Defendant who worked in California at any time from February 4, 2016 to June 9, 2021.
- “**Class Period**” means the time period from February 4, 2016 to June 9, 2021.
- “**PAGA Member**” means all current and former non-exempt employees of Defendant who worked in California at any time from October 23, 2018 through June 9, 2021.
- “**PAGA Period**” means the time period from October 23, 2018 through June 9, 2021.

II. BACKGROUND OF THE ACTION

Named Plaintiffs brought this lawsuit against Defendant seeking to assert claims on behalf of the Settlement Class Members for alleged violations of the California Labor Code and California Business and Professions Code that allegedly Plaintiffs claim occurred during the Class Period. (“Lawsuit”). Plaintiffs are known as the “Class Representatives,” and Plaintiffs’ attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.” Plaintiffs and Defendant are referred to collectively as the “Parties.”

Named Plaintiffs by way of the Second Amended Complaint allege the following causes of action against Defendant: (i) the failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide and/or properly pay for rest periods; (iv) failure to provide and/or properly pay for meal periods; (v) failure to pay final

wages; (vi) waiting time penalties; (vii) failure to maintain required records; (viii) failure to provide accurate wage statements; (ix) failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code §2802; (x) violations of unfair competition law under California Business and Professions Code §§ 17200, *et seq.*; and (xi) civil penalties under the California Private Attorneys General Act of 2004, Labor Code §§ 2698-2699.5 (“PAGA”).

Defendant denies that it has done anything wrong and maintains that it has complied with all applicable laws in all respects, and that it has fully and fairly compensated its employees at all times. Defendant also denies that it is liable to Settlement Class Members for wages, penalties, damages, or any other relief damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies any and all liability.

The Court has not ruled on the merits of Named Plaintiffs’ claims, and the Court has also not formed any opinions concerning the merits of the Named Plaintiffs’ claims. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Fairness Hearing. To avoid additional further expenses, inconvenience, risks, and uncertainties of trial, and interference with its business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. Defendant provided relevant class-wide data and information to Class Counsel, and the Settlement was reached after mediation and additional arm’s-length negotiations between the Parties.

The Named Plaintiffs and Class Counsel support the Settlement. Among the reasons for supporting the Settlement are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in the Settlement.

The Court has appointed ILYM Group, Inc. as the administrator of the settlement (hereinafter referred to as the “Settlement Administrator”). The following law firm is the lead counsel for Named Plaintiffs, Class Members, and PAGA Members (hereinafter referred to as the “Class Counsel”):

David Yeremian
Roman Shkodnik
David Yeremian & Associates Inc.
535 North Brand Blvd, Suite 705
Glendale, California 91203

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Nature of Class and PAGA Claims

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. The Named Plaintiffs in the Lawsuit asserted claims on behalf of themselves and on behalf of the Class Members. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class. A class member is bound by the determination or judgment entered in the

case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

In a PAGA Action, a plaintiff seeks to collect civil penalties that would otherwise be collected by the State of California through its Labor and Workforce Development Agency (“LWDA”) for Labor Code claims allegedly suffered by employees.

B. Class Settlement Amount

With Court approval, the gross total settlement amount will be One Million Dollars and Zero Cents (\$1,000,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement (“participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in the amount of up to \$333,333.33 and reimbursement of litigation costs and expenses in the amount of up to \$25,000.00 to Class Counsel (“Attorneys’ Fees and Costs”); (2) Class Representative Enhancement Payments to Named Plaintiffs each in the amount of \$10,000.00 (“Class Representative Enhancement Payments”); (3) fees and expenses of administration of the Settlement to the Settlement Administrator is expected not to exceed \$13,806.70 (“Settlement Administration Costs”); and (4) the amount of \$50,000.00, which is the share of the Gross Settlement Amount allocated to pay PAGA Members for alleged penalties in connection with claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) (“PAGA Allocation Payment”).

C. Class Settlement Formula

Participating Class Members will be entitled to receive payment under the settlement of their share of the Net Settlement Amount (“Class Settlement Amount”) based on the numbers of workweeks worked by Class Members as a non-exempt hourly employee for Defendant during the Class Period. A “Workweek” or “Workweeks” means the total number of weeks in which a Class Member or PAGA Member worked a shift for Defendant. Each Class Member’s Workweeks were calculated based on the start and end dates of each Class Member’s employment during the Class Period. Defendant will calculate the total number of Workweeks worked by each participating Class Member during the Class Period and the aggregate total number of Class Workweeks worked by all participating Class Members during the Class Period.

To determine each participating Class Member’s estimated Class Settlement Amount from the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks for worked by all participating Class Members during the Class Period, resulting in the “Class Workweek Value.” Each participating Class Member’s individual Class Settlement Amount will be calculated by multiplying each individual participating Class Member’s total number of Workweeks by the Class Workweek Value. The individual Class Settlement Amount will be reduced by any required deductions for each participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

D. PAGA Allocation Payment

With Court approval, the Gross Settlement allocated to the PAGA claims is \$50,000. The PAGA Allocation Payment is the amount of money the Parties have agreed to pay to the LWDA and PAGA Members in connection with claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.). Seventy-five percent (75%) of PAGA Allocation Payment, which totals \$37,500, is paid to the LWDA. The remaining \$12,500 is the amount of money that will be allocated to resolve any claims brought under the PAGA and paid on a pro-rata basis to the PAGA Members (“PAGA Fund”).

E. PAGA Settlement Formula

PAGA Members will be entitled to receive payment under the settlement of their share of the PAGA Fund (“PAGA Settlement Amount”) based on the numbers of Workweeks worked by PAGA Members in the PAGA Period. Each PAGA Member’s Workweeks were calculated based on the start and end dates of each PAGA Member’s employment during the PAGA Period.

To determine each participating PAGA Member’s estimated PAGA Settlement Amount from the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks in the PAGA Period for all PAGA Members, resulting in the “PAGA Workweek Value.” Each participating PAGA Member’s individual PAGA Settlement Amount will be calculated by multiplying each individual PAGA Member’s total number of PAGA Workweeks by the PAGA Workweek Value.

F. Your Workweeks Based on Defendant’s Records

According to Defendant’s payroll records, you worked:

- [REDACTED] Class Workweeks during the Class Period.
- [REDACTED] PAGA Workweeks during the PAGA Period.

A description of how the workweeks were calculated and credited to Class Members is described above in Section III(B) and (C). If you wish to dispute the workweeks credited to you, you may submit such dispute (a “Workweeks Dispute”) in writing to the Settlement Administrator. The written dispute must: (a) contain your full name, address, telephone number, the last four digits of your Social Security Number, and signature; (b) contain the case name and number of the action (*Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474); (c) contain a clear statement indicating that you dispute the number of Workweeks credited to you; (d) documentation that supports your belief that you should be credited with a different number of Workweeks; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

G. Your Estimated Individual Settlement Amount

As explained above, your estimated individual settlement payments are as follows:

- Your Class Settlement Amount is estimated to be \$ [REDACTED].
- Your PAGA Settlement Amount is estimated to be \$ [REDACTED].

Your individual settlement amounts reflected in this Notice is only an estimate. Your actual individual settlement amounts may be higher or lower.

The “Individual Settlement Amount” which is comprised of the PAGA Settlement Amount and the Class Settlement Amount is subject to reduction for employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount and will only be distributed if the Court approves the settlement and after the settlement goes into effect. Each Class Settlement Amount will be allocated as thirty-three percent (33%) wages (which will be reported on an IRS Form W2), and sixty-seven percent (67%) penalties and interest (which will be reported on an IRS Form 1099). Each Class Settlement Amount will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages

portion of the Class Settlement Amount. The PAGA Settlement Amount will be reported as non-wage penalties and will be reported on an IRS Form 1099.

The settlement approval process may take multiple months. If the Court grants final approval of the settlement, the Individual Class Settlement Payments will be mailed to participating Class Members at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.

H. Released Claims

Upon the Effective Date, each of the participating Class Members (including the Named Plaintiffs) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

“Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued which arise from the factual allegations and claims set forth in the Second Amended Complaint during the Settlement Class Period as set forth in this Action, including, but not limited to, (i) the failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide and/or properly pay for rest periods; (iv) failure to provide and/or properly pay for meal periods; (v) failure to pay final wages; (vi) waiting time penalties; (vii) failure to maintain required records; (viii) failure to provide accurate wage statements; (ix) failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code §2802; (x) violations of unfair competition law under California Business and Professions Code §§ 17200, *et seq.*; and (xi) civil penalties under the California Private Attorneys General Act of 2004, Labor Code §§ 2698-2699.5.

“Released PAGA Claims” means all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA, including under California Labor Code §§ 558 and/or 2698, *et seq.*, predicated on any Labor Code violations alleged or could have been alleged in the Action based upon the facts alleged in the Second Amended Complaint, the February 4, 2020 PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 27, 2020 Amended PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 23, 2019 PAGA Notice submitted on behalf of Plaintiff Blaike Wellington (LWDA-CM-750939-19) and/or the November 6, 2020 PAGA Notice submitted on behalf of Plaintiff Betty Perez (LWDA-CM-810853-20).

The Released Claims do not extend to any claims not alleged in the Second Amended Complaint filed in the Action and specifically excludes claims for workers’ compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment. The period of the Release shall extend to the limits of the Class Period. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

“Released Parties” means Defendant and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, if any.

I. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., an amount of up to \$333,333.33) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

J. Class Representative Enhancement Payments to Named Plaintiffs

The Named Plaintiffs will apply to the Court for their respective Class Representative Enhancement Payments of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). These Class Representative Enhancement Payments will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to her Individual Class Settlement Payment that they are entitled to under the settlement.

K. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator, ILYM Group, Inc., is estimated not to exceed Thirteen Thousand Eight Hundred and Six Dollars and Seventy Cents (\$13,806.70) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating Individual Class Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Gross Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive your Individual Class Settlement Payment from the settlement, you do not have to do anything. You will automatically be issued your Individual Class Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. You will have 120 days to cash the check. If you do not cash the check, the money will be sent to Bet Tzedek Legal Services, but you will still be deemed to have released your claims. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement (“Request for Exclusion”) to the Settlement Administrator at the following address:

ILYM Group, Inc.
14771 Plaza Dr Suite J, Tustin, CA 92780

A request for exclusion must: (a) contain your full name, address, the last 4 digits of Social Security Number, and signature; (b) contain the case name and number of the Action (*Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474); (c) contain a statement indicating that you intend to be excluded from the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.H above), and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.H above, as well as any judgment that may be entered by the Court based thereon. A Request for Exclusion does not exclude a PAGA Members from the Released PAGA Claims and the PAGA Members will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

C. Objecting to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion. To object, you must do so by way of a written objection that: (a) contains your full name, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the last 4 digits of your Social Security Number, and signature; (b) contains the case name and number of the Action (*Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474); (c) all legal and factual bases for the objection to the Settlement; (d) whether you intend to appear at the Final Approval Hearing; (e) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (f) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

Regardless of whether you submit a written objection you will have the option to make an audio or video appearance using LA Court Connect <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=cj> to appear at the Final Approval Hearing in Department 17 of Los Angeles County Superior Court at 312 N. Spring Street., Los Angeles, CA 90012, on **[Final Approval Hearing Date]**, at **[Time]** and discuss your objection with the Court and the Parties at your own expense. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You should contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing. As a result of the need for social distancing, if you decide to appear at the Final Approval Hearing, you may be required to appear telephonically using the Court’s LACourtConnect service. This service is found at the Court’s website at www.lacourt.org/lacc/, by clicking the “Civil” button, and following the directions to create an account. If you require further assistance, you may contact the LACourtConnect Service Desk at 213-830-0400 during normal Court business hours (Monday-Friday (except holidays) between 7:30 a.m. and 5:30 p.m.).

You may also retain an attorney to represent you at the hearing. All objections submitted in regards to this lawsuit will be provided to the judge at the time of the final approval hearing. If you wish to appear to the Final Approval

hearing then you must review and adhere to the Los Angeles Superior Court's Website social distance requirements "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 http://www.lacourt.org/pdf/recovery_social_distancing.pdf.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Los Angeles County Superior Court located at 312 N. Spring Street., Los Angeles, CA 90012, on **[Final Approval Hearing Date]**, at **[Time]**. This hearing will determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees, costs to Class Counsel, the Class Representative Enhancement Payments to the Named Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.** If you wish to appear to the Final Approval hearing then you must review the below COVID-19 guidelines and also review and adhere to the Los Angeles Superior Court's Website "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

A. Notice of Final Judgment

Notice of final judgment, once granted by the court, will be posted on the claim administrator's website at the following website address < [\[redacted\]](#) >.

VI. LOS ANGELES SUPERIOR COURT SOCIAL DISTANCING GUIDELINES DUE TO COVID-19

According to presiding Judge Kevin C. Brazile, the number of people allowed into the Los Angeles County Courthouses are being limited. Public access to courthouses is restricted to authorized persons only and measures to enforce social distancing in courthouse hallways and courtrooms will be strictly enforced as coronavirus cases and hospitalizations surge in Los Angeles County. This means that Under General Order (2020-GEN-25 -00), public access to courthouses is limited at all times to judicial officers, court employees, co-lessees, Judicial Council staff, vendors, jurors, mediators, authorized persons (including news media representatives and news reporters), attorneys, litigants and witnesses with matters on calendar, and individuals with confirmed appointments.

In the interest of enforcing social distancing and to reduce the number of people in courthouses, effective Monday, November 30, members of the public, not otherwise referenced above, who wish to attend a court proceeding may do so upon advance request and at the discretion of the judicial officer presiding over the matter.

Therefore, if you want to appear in person you must first contact and obtain the permission of the courtroom clerk for Dept. 17 of the Spring Street Courthouse: (213) 310-7017. Before contacting the courtroom clerk of Department 17 you must first review the Los Angeles Superior Court's Website "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file

with the Court.

You may view the Settlement Agreement and other court records in the Action at the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, during business hours Or by visiting the court website at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and typing in the case number.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR ILYM GROUP AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Ericka Carroll v L.A. Family Housing, LLC, et al.
Los Angeles Superior Court (Case No. 20STCV04474)

PLEASE READ THIS NOTICE CAREFULLY.

~~You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above referenced matter. PLEASE READ THIS NOTICE CAREFULLY.~~

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH.

~~You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.~~

~~You will be paid your individual class settlement amount unless you exclude yourself.~~

~~You will be paid your individual PAGA settlement amount and cannot exclude yourself from the PAGA group.~~

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Ericka ~~Monique~~ Carroll, Betty Perez, and Blaike Wellington ("Plaintiffs" or "Named Plaintiffs") and Defendant L.A. Family Housing Corporation, a California domestic nonprofit ("Defendant") ("Plaintiffs and Defendant are collectively referred to herein as the "Parties"), was granted on [Preliminary Approval Date], in the case entitled *Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474, which may affect your legal rights.

~~If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.~~

You may be entitled to money from this Settlement. Defendant's records show that you were hired by Defendant as a non-exempt or hourly paid employee in California at any time from February 4, 2016 to June 9, 2021. The Court has ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from portions of the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the all terms of the Settlement and any final judgment.

I. IMPORTANT DEFINITIONS

- **"Class Member"** means all current and former non-exempt employees of Defendant who worked in California at any time from February 4, 2016 to June 9, 2021.

~~"Class Member" means a member of the Class.~~

- **"Class Period"** means the time period from February 4, 2016 to June 9, 2021.

- **"PAGA Member"** means all current and former non-exempt employees of Defendant who worked in California at any time from October 23, 2018 through June 9, 2021.

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- “PAGA Period” means the time period from October 23, 2018 through June 9, 2021.

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II. BACKGROUND OF THE ACTION

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Named Plaintiffs brought this lawsuit against Defendant seeking to assert claims on behalf of the Settlement Class Members for alleged violations of the California Labor Code and California Business and Professions Code that allegedly Plaintiffs claim occurred during the Class Period. (“Lawsuit”). Plaintiffs are known as the “Class Representatives,” and Plaintiffs’ attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.” Plaintiffs and Defendant are referred to collectively as the “Parties.”

Named Plaintiffs by way of the Second Amended Complaint allege the following causes of action against Defendant: (i) the failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide and/or properly pay for rest periods; (iv) failure to provide and/or properly pay for meal periods; (v) failure to pay final wages; (vi) waiting time penalties; (vii) failure to maintain required records; (viii) failure to provide accurate wage statements; (ix) failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code §2802; (x) violations of unfair competition law under California Business and Professions Code §§ 17200, *et seq.*; and (xi) civil penalties under the California Private Attorneys General Act of 2004, Labor Code §§ 2698-2699.5 (“PAGA”).

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Defendant denies that it has done anything wrong and maintains that it has complied with all applicable laws in all respects, and that it has fully and fairly compensated its employees at all times. Defendant also denies that it is liable to Settlement Class Members for wages, penalties, damages, or any other relief damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies any and all liability.

The Court has not ruled on the merits of Named Plaintiffs’ claims, and the Court has also not formed any opinions concerning the merits of the Named Plaintiffs’ claims. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Fairness Hearing. To avoid additional further expenses, inconvenience, risks, and uncertainties of trial, and interference with its business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. Defendant provided relevant class-wide data and information to Class Counsel, and the Settlement was reached after mediation and additional arm’s-length negotiations between the Parties.

The Named Plaintiffs and Class Counsel support the Settlement. Among the reasons for supporting the Settlement are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in the Settlement.

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On February 4, 2020, Plaintiff Ericka Carroll filed a class action complaint in Los Angeles Superior Court (Case No. 20STCV04474) alleging nine causes of action against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Break Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation

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of Labor Code § 221, (7) Violation of Labor Code § 203, (8) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802, and (9) Violation of Business & Professions Code § 17200, *et seq.* On July 17, 2020, Plaintiff Ericka Carroll amended the complaint to add a single cause of action under the Private Attorney General Act, Labor Code § 2698, *et seq.*

On February 25, 2020, Plaintiff Blaike Wellington filed a representative action in Los Angeles Superior Court (Case No. 20STCV07797) alleging six causes of action against Defendant for: (1) Meal Break and Rest Break Liability Under Labor Code 226.7, (2) Failure to Pay Wages and Overtime Under Labor Code § 510, (3) Violation of Labor Code § 226(a), (4) Violation of Labor Code § 203, (5) Violation of the Private Attorney General Act, Labor Code § 2698, *et seq.*, and (6) Violation of Business & Professions Code § 17200, *et seq.* (“Wellington Matter”)

On October 28, 2020, Plaintiff Betty Perez filed a class action complaint in Los Angeles Superior Court (Case No. 2041617) alleging eight causes of action against Defendant for: (1) Failure to Pay Minimum Wages, (2) Failure to Pay Wages and Overtime Under Labor Code § 510, (3) Meal Break Liability Under Labor Code § 226.7, (4) Rest Break Liability Under Labor Code § 226.7, (5) Violation of Labor Code § 226(a), (6) Violation of Labor Code § 203, (7) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802, and (8) Violation of Business & Professions Code § 17200, *et seq.* (“Perez Matter”)

Each of the above cases are collectively referred to as the “Actions.”

Plaintiffs alleged that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, *inter alia*, failing to properly pay for all hours worked, failing to provide timely meal and rest breaks or one hour of premium pay in lieu thereof, for failing to reimburse all necessary business expenditures, failing to provide accurate wage statements, and associated waiting time penalties thereby engaging in unfair business practices and owing penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that at all times it has fully complied with all applicable federal, state, and local laws. Defendant further contends that it paid employees for all time worked, accurately recorded all hours worked, enforced California compliant meal and rest periods or provided one hour of premium pay in lieu thereof, and reimbursed any employees for any business expenses which they paid or incurred. It is Defendant’s position that, if litigation continued, class certification would be denied on all claims and/or the claims would be subject to motions for summary adjudication and/or summary judgment. Defendant contends that the theories put forth by Plaintiffs in the Actions are contrary to the facts and that the PAGA claim lacks merit. Defendant further contends that Plaintiffs are not adequate class representatives, their claims are not typical of the Class Members; and individual issues predominate over common ones.

On February 9, 2021, the Parties participated in one full day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement Agreement”). As part of the Settlement Agreement, Plaintiffs Blaike Wellington and Betty Perez have joined the *Ericka Carroll v L.A. Family Housing, LLC, et al.*, lawsuit as class representatives.

On April 27, 2021, Plaintiff Ericka Carroll filed a Second Amended Complaint which added the plaintiffs’ and causes of actions in both the Perez Matter and Wellington Matter to her lawsuit.

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed JLYM Group, Inc. as the administrator of the settlement (“Settlement Administrator”). The Court has appointed JLYM Group, Inc. as the administrator of the settlement (hereinafter referred to as the “Settlement Administrator”). Plaintiffs are representatives of the Class (“Class Representative”), and the following law firm as is the lead counsel for Named Plaintiffs, Class Members, and PAGA Members the Class (hereinafter referred to as the “Class Counsel”):

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David Yeremian
Roman Shkodnik
David Yeremian & Associates Inc.
535 North Brand Blvd, Suite 705
Glendale, California 91203

~~The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and that the settlement is in the best interests of the Class Members.~~

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Nature of Class and PAGA Claims

~~In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. The Named Plaintiffs in the Lawsuit asserted claims on behalf of themselves and on behalf of the Class Members. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.~~

~~In a PAGA Action, a plaintiff seeks to collect civil penalties that would otherwise be collected by the State of California through its Labor and Workforce Development Agency ("LWDA") for Labor Code claims allegedly suffered by employees.~~

A.B. Class Settlement Formula Amount

~~With Court approval, ~~the total gross total settlement~~ Maximum Settlement A amount is will be, One Million Dollars and Zero Cents (\$1,000,000.00) (the "~~Maximum Gross Settlement Amount~~"). The portion of the ~~Maximum Gross Settlement Amount~~ that is available for payment to Class Members who do not timely and validly request exclusion from the settlement ("~~Participating~~ participating Class Members") is referred to as the "Net Settlement Amount." -The Net Settlement Amount will be the ~~Maximum Gross Settlement Amount~~ less the following payments which are subject to approval by the Court: (1) attorneys' fees in the amount of up to \$333,333.33 and reimbursement of litigation costs and expenses in the amount of up to \$25,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) ~~Class Representative Enhancement Payments~~ service award to Named Plaintiffs ~~Plaintiffs, Ericka Carroll, Betty Perez and Blaike Wellington~~ each in the amount of ~~\$7,500~~ 10,000.00 ("~~Class Representative Enhancement Payments~~ Service Payments"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator is expected not to exceed \$13,806.70 ("Settlement Administration Costs"); and (4) ~~the amount of \$50,000.00, which is the seventy-five percent (75%) share of the Gross Settlement Amount allocated to pay PAGA Members for alleged penalties in connection with claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) ("LWDA Payment") in the amount of \$50,000.00 to the California Labor and Workforce Development Agency ("PAGA Allocation Payment") ("LWDA").~~~~

C. Class Settlement Formula

~~Participating~~ Participating Class Members will be entitled to receive payment under the settlement of their share of the Net Settlement Amount ("~~Individual Class Settlement Amount~~") based on the numbers of workweeks

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worked by Class Members as a non-exempt hourly employee for Defendant ~~from February 4, 2016 to May 9, 2024~~ during the Class Period (“Workweeks”). A “Workweek” or “Workweeks” means the total number of weeks in which a Class Member or PAGA Member worked a shift for Defendant. Each Class Member’s Workweeks were calculated based on the start and end dates of each Class Member’s employment during the Class Period. ~~Workweeks were calculated based on the start and end dates of each Class Member’s employment during the Class Period.~~

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~~Individual Settlement Amounts will be calculated using the following formula: each Participating Class Member’s individual Workweeks will be divided by the total aggregate Workweeks of all Participating Class Members to derive his or her Payment Ratio Fraction. Each Participating Class Member’s Payment Ratio Fraction will be multiplied by the Net Settlement Amount to determine the Individual Settlement Amount. Defendant will calculate the total number of Workweeks worked by each participating Class Member during the Class Period and the aggregate total number of Class Workweeks worked by all participating Class Members during the Class Period.~~

~~To determine each participating Class Member’s estimated Class Settlement Amount from the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks for worked by all participating Class Members during the Class Period, resulting in the “Class Workweek Value.” Each participating Class Member’s individual Class Settlement Amount will be calculated by multiplying each individual participating Class Member’s total number of Workweeks by the Class Workweek Value. The individual Class Settlement Amount will be reduced by any required deductions for each participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.~~

D. PAGA Allocation Payment

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~~With Court approval, the Gross Settlement allocated to the PAGA claims is \$50,000. The PAGA Allocation Payment is the amount of money the Parties have agreed to pay to the LWDA and PAGA Members in connection with claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.). Seventy-five percent (75%) of PAGA Allocation Payment, which totals \$37,500, is paid to the LWDA. The remaining \$12,500 is the amount of money that will be allocated to resolve any claims brought under the PAGA and paid on a pro-rata basis to the PAGA Members (“PAGA Fund”).~~

E. PAGA Settlement Formula

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~~PAGA Members will be entitled to receive payment under the settlement of their share of the PAGA Fund (“PAGA Settlement Amount”) based on the numbers of Workweeks worked by PAGA Members in the PAGA Period. Each PAGA Member’s Workweeks were calculated based on the start and end dates of each PAGA Member’s employment during the PAGA Period.~~

~~To determine each participating PAGA Member’s estimated PAGA Settlement Amount from the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks in the PAGA Period for all PAGA Members, resulting in the “PAGA Workweek Value.” Each participating PAGA Member’s individual PAGA Settlement Amount will be calculated by multiplying each individual PAGA Member’s total number of PAGA Workweeks by the PAGA Workweek Value.~~

~~Each Individual Settlement Amount will be allocated as thirty three percent (33%) wages (which will be reported on an IRS Form W2), and sixty seven percent (67%) penalties and interest (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Amount will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount, resulting in a net payment to the Settlement Class Member referred to as the “Individual Settlement Payment.”~~

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If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B.F. Your Workweeks Based on Defendant's Records

According to Defendant's payroll records, you worked:

- [REDACTED] Class Workweeks during the Class Period.
- [REDACTED] PAGA Workweeks during the PAGA Period.

From February 4, 2016 to June 9, 2021, you worked [REDACTED] Workweeks for L.A. Family Housing Corporation.

A description of how the wworkweeks were calculated and credited to Class Members is described above in Section III(B) and (C). If you wish to dispute the wworkweeks credited to you, you may submit such dispute (a "Workweeks Dispute") in writing to the Settlement Administrator. The written dispute must: (a) contain your full name, address, telephone number, the last four digits of your Social Security Number, and signature; (b) contain the case name and number of the action (*Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474); (c) contain a clear statement indicating that you dispute the number of Workweeks credited to you; (d) documentation that supports your belief that you should be credited with a different number of Workweeks; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C.G. Your Estimated Individual Settlement Amount

As explained above, your estimated ~~Individual Settlement Payment~~ individual settlement payments is are as follows:

- ~~Your Class Settlement Amount is estimated to be \$ [REDACTED], based on the number of Workweeks credited to you.~~
- ~~Your PAGA Settlement Amount is estimated to be \$ [REDACTED].~~

Your individual settlement amounts reflected in this Notice is only an estimate. Your actual individual settlement amounts may be higher or lower. Your Individual Settlement Amount is estimated to be \$ [REDACTED].

The "Individual Settlement Amount," which is comprised of the PAGA Settlement Amount and the Class Settlement Amount is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

~~The settlement approval process may take multiple months. Your Individual Settlement Amount reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.~~
Each Class Settlement Amount will be allocated as thirty-three percent (33%) wages (which will be reported on an IRS Form W2), and sixty-seven percent (67%) penalties and interest (which will be reported on an IRS Form 1099). Each Class Settlement Amount will be subject to reduction for the employee's share of taxes and

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withholdings with respect to the wages portion of the Class Settlement Amount. The PAGA Settlement Amount will be reported as non-wage penalties and will be reported on an IRS Form 1099.

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The settlement approval process may take multiple months.- If the Court grants final approval of the settlement, the Individual Class Settlement Payments will be mailed to participating Class Members at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.

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D.H. Released Claims

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Upon the Effective Date, each of the Participating Class Members (including the Named Plaintiffs~~Class Representative~~) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

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“Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued which arise from the factual allegations and claims set forth in the Second Amended Complaint during the Settlement Class Period as set forth in this Action, including, but not limited to, (i) the failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide and/or properly pay for rest periods; (iv) failure to provide and/or properly pay for meal periods; (v) failure to pay final wages; (vi) waiting time penalties; (vii) failure to maintain required records; (viii) failure to provide accurate wage statements; (ix) failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code §2802; (x) violations of unfair competition law under California Business and Professions Code §§ 17200, *et seq.*; and (xi) civil penalties under the California Private Attorneys General Act of 2004, Labor Code §§ 2698-2699.5. “Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued which arise from the factual allegations and claims set forth in the operative Complaint during the Settlement Class Period as set forth in this Action, including, but not limited to, the failure to pay minimum wage under California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Order; failure to pay overtime wages under California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Order; failure to provide and/or properly pay for rest periods under California Labor Code §§ 226.7, 516, 558, and the applicable IWC Wage Order; failure to provide and/or properly pay for meal periods under California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; failure to pay wages of terminated or resigned employees and waiting time penalties under California Labor Code §§ 201-203 and the applicable IWC Wage Order; failure to maintain required records under California Labor Code § 226 and the applicable IWC Wage Order; failure to provide accurate wage statements including under California Labor Code § 226 and the applicable IWC Wage Order; failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code §2802; violations of unfair competition law under California Business and Professions Code §§ 17200-17208; any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief and claims for restitution; and other equitable relief, liquidated damages, waiting time penalties, penalties of any nature whatsoever, or any other benefit claimed on account of the allegations asserted in the Action. The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

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“Released PAGA Claims” means all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA, including under California Labor Code §§ 558 and/or 2698, et seq., predicated on any Labor Code violations alleged or could have been alleged in the Action based upon the facts alleged in the Second Amended Complaint, the February 4, 2020 PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 27, 2020 Amended PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 23, 2019 PAGA Notice submitted on behalf of Plaintiff Blaike Wellington (LWDA-CM-750939-19-_____) and/or the November 6, 2020 PAGA Notice submitted on behalf of Plaintiff Betty Perez (LWDA-CM-810853-20-_____).

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The Released Claims do not extend to any claims not alleged in the Second Amended Complaint filed in the Action and specifically excludes claims for workers’ compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment. The period of the Release shall extend to the limits of the Class Period. ~~The res judicata effect of the Judgment will be the same as that of the Release.~~ Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

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“Released Parties” means Defendant ~~L.A. Family Housing Corporation~~, and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, if any.

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E.I. Attorneys’ Fees and Costs to Class Counsels

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Class Counsels will seek attorneys’ fees in an amount of up to one-third (1/3) of the ~~Maximum Gross~~ Settlement Amount (i.e., an amount of up to \$333,333.33) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00), to be paid from the ~~Maximum Gross~~ Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the ~~Action-Lawsuit~~ on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

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F.J. Class Representative Enhancement Payments ~~Service Payment to Named Plaintiffs~~

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The Named Plaintiffs ~~Plaintiffs~~ will apply to the Court for their respective Class Representative Enhancement Payments. ~~Plaintiffs, Ericka Monique, Blaike Wellington and Betty Perez each seek a Class Representative Enhancement Payment~~ of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). These ~~Class Representative Enhancement Payments Service Payment~~ will be paid from the ~~Maximum Gross~~ Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to her ~~Individual Settlement Payment~~ ~~Individual Class Settlement Payment~~ that they are entitled to under the settlement.

G.K. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator, ILYM Group, Inc., is estimated not to exceed Thirteen Thousand Eight Hundred and Six Dollars and Seventy Cents (\$13,806.70) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating ~~Individual Settlement Payment~~Individual Class Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the ~~Maximum Gross~~ Settlement Amount subject to approval by the Court.

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IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive your ~~Individual Settlement Payment~~Individual Class Settlement Payment from the settlement, you do not have to do anything. You will automatically be issued your ~~Individual Settlement Payment~~Individual Class Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. You will have 120 days to cash the check. If you do not cash the check, the money will be sent to Bet Tzedek Legal Services, but you will still be deemed to have released your claims. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

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B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

~~ILYM Group, Inc.~~

+

ILYM Group, Inc.

14771 Plaza Dr Suite J, Tustin, CA 92780

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A request for exclusion must: (a) contain your full name, address, the last 4 digits of Social Security Number, and signature; (b) contain the case name and number of the Action (*Ericka Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474); (c) contain a statement indicating that you intend to be excluded from the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than** **[Response Deadline]**.

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If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.H above), and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed ~~Participating~~participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.H above, as well as any judgment that may be entered by the Court based thereon. A Request for Exclusion does not exclude a PAGA Member from the Released PAGA Claims and the PAGA Members will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

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C. Objecting to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion. To object, you must do so by way of a written objection that: (a) contains your full name, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the last 4 digits of your Social Security Number, and signature; (b) contains the case name and number of the Action (*Erica Carroll v L.A. Family Housing, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV04474); (c) all legal and factual bases for the objection to the Settlement; (d) whether you intend to appear at the Final Approval Hearing; (e) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (f) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

Regardless of whether you submit a written objection you will have the option to make an audio or video appearance using LA Court Connect. <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>. Due to the Los Angeles Superior Court's COVID-19 protocol, you may or may not be able to appear at the Final Approval Hearing in Department 17 of Los Angeles County Superior Court at 312 N. Spring Street., Los Angeles, CA 90012, on **[Final Approval Hearing Date]**, at **[Time]** and discuss your objection with the Court and the Parties at your own expense. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You should contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing. As a result of the need for social distancing, if you decide to appear at the Final Approval Hearing, you may be required to appear telephonically using the Court's LACourtConnect service. This service is found at the Court's website at www.lacourt.org/lacc/, by clicking the "Civil" button, and following the directions to create an account. If you require further assistance, you may contact the LACourtConnect Service Desk at 213-830-0400 during normal Court business hours (Monday-Friday (except holidays) between 7:30 a.m. and 5:30 p.m.).

You may also retain an attorney to represent you at the hearing. All objections submitted in regards to this lawsuit will be provided to the judge at the time of the final approval hearing. If you wish to appear to the Final Approval hearing then you must review the below COVID-19 guidelines under section "VI" and also review and adhere to the Los Angeles Superior Court's Website [social distance requirements](http://www.lacourt.org/newsmedia/ui/HfySfy.aspx) "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 http://www.lacourt.org/pdf/recovery_social_distancing.pdf <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Los Angeles County Superior Court located at 312 N. Spring Street., Los Angeles, CA 90012, on **[Final Approval Hearing Date]**, at **[Time]**. This hearing will determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees, costs to Class Counsel, the [Class Representative Enhancement Payments to the Named Service Payment to Plaintiffs](#), and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.** It is not necessary for you to appear at the Final Approval Hearing. If you wish to appear to the Final Approval hearing then you must review the below COVID-19 guidelines and also review and adhere to the Los Angeles Superior Court's Website "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

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A. Notice of Final Judgment

Notice of final judgment, once granted by the court, will be posted on the claim administrator's website at the following website address < [REDACTED] >.

VI. LOS ANGELES SUPERIOR COURT SOCIAL DISTANCING GUIDELINES DUE TO COVID-19

According to presiding Judge Kevin C. Brazile, the number of people allowed into the Los Angeles County Courthouses are being limited. Public access to courthouses is restricted to authorized persons only and measures to enforce social distancing in courthouse hallways and courtrooms will be strictly enforced as coronavirus cases and hospitalizations surge in Los Angeles County. This means that Under General Order (2020-GEN-25 -00), public access to courthouses is limited at all times to judicial officers, court employees, co-lessees, Judicial Council staff, vendors, jurors, mediators, authorized persons (including news media representatives and news reporters), attorneys, litigants and witnesses with matters on calendar, and individuals with confirmed appointments.

In the interest of enforcing social distancing and to reduce the number of people in courthouses, effective Monday, November 30, members of the public, not otherwise referenced above, who wish to attend a court proceeding may do so upon advance request and at the discretion of the judicial officer presiding over the matter.

Therefore, if you want to appear in person you must first contact and obtain the permission of the courtroom clerk for Dept. 17 of the Spring Street Courthouse: (213) 310-7017. Before contacting the courtroom clerk of Department 17 you must first review the Los Angeles Superior Court's Website "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 < <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx> >.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, during business hours Or by visiting the court website at < <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> > and typing in the case number.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.
IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR ILYM GROUP AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

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EXHIBIT 3