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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]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

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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
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 filed in the following matters: (i) *Ericka Monique Carroll v L.A. Family*
13 *Housing, LLC, et al.*, Los Angeles Superior Court Case No. 20STCV04474; (ii) *Blaike Wellington v*
14 *L.A Family Housing, LLC, et al.*, Los Angeles Superior Court Case No. 20STCV07797; and (iii)
15 *Betty Perez v. L.A. Family Housing Corporation, et al.*, Los Angeles Superior Court Case No.
16 20STCV41617.

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.

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

23 4. “Class List” means a complete list of all Class Members that Defendant will
24 diligently and in good faith compile from its records and provide to the Settlement Administrator
25 within twenty (20) business days after Preliminary Approval of this Settlement. The Class List will
26 be formatted in Microsoft Office Excel and will include the following information from
27 Defendant’s records: each Class Member’s full name; last-known mailing address; Social Security
28 number; and dates of employment as a non-exempt employee in California during the Class Period.

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

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

7 7. “Class Representatives Enhancement Payments” means the amount approved by the
8 Court to be paid to Plaintiffs in recognition of their contributions to the Action on behalf of Class
9 Members and Aggrieved Employees.

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

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

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

20 11. “Individual Settlement Payment” means each Class Member’s share of the Net
21 Settlement Amount.

22 12. “Individual PAGA Settlement Payment” means each PAGA Member’s gross share
23 of the Net PAGA Settlement Amount (before deduction for the standard employee’s share of payroll
24 taxes) and is calculated by dividing the Net PAGA Settlement Amount by the Total PAGA Member
25 Workweeks and then multiplying that amount by the number of weeks worked by each PAGA
26 Member during the PAGA Period. All Class Members who are also PAGA Members will receive an
27 “Individual PAGA Settlement Payment” for their respective share of the 25% portion of the PAGA
28 Payment, which will be included as part of their Individual Settlement Payment.

1 13. “Gross Fund Value” is the amount of One Million Dollars and Zero Cents
2 (\$1,000,000.00), which is the maximum amount to be paid by Defendant pursuant to this Settlement
3 Agreement. Defendant estimates that there are approximately Six Hundred and Seventy (670) Class
4 Members and (497) PAGA Members. If, the number of Class Members increases by more than ten
5 percent (10%) of the amount stated then the Net Settlement Fund shall increase by an equal
6 percentage. The Gross Fund Value includes all Individual Settlement Payments to Class Members,
7 the Class Representatives Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class
8 Counsel, the Settlement Administration Costs to the Settlement Administrator and the PAGA
9 Payment as specified in this Agreement. Defendant shall pay the employer’s share of payroll taxes
10 due on the portion of Settlement Payments allocated to wages separately and in addition to the
11 Gross Fund Value. The Parties agree that Defendant will have no obligation to pay any amount in
12 connection with this Settlement Agreement apart from the Gross Fund Value and the employer’s
13 share of payroll taxes due on the portion of Settlement Payments allocated to wages, and that none
14 of the Gross Fund Value will revert to Defendant.

15 14. “Net Settlement Amount” means the Gross Fund Value, less the Class
16 Representatives Enhancement Payments, Attorneys’ Fees and Costs, and Settlement Administration
17 Costs, and seventy-five percent (75%) of the PAGA Payment as specified in this Agreement.

18 15. “Objection” means any written objection to this Settlement sent by a Class Member
19 to the Settlement Administrator as specified herein and in the Notice of Settlement. An Objection
20 to Settlement must be sent to the Settlement Administrator within the time limitations set forth in
21 this Stipulation.

22 16. “Notice of Class Action Settlement” means the notice of settlement, attached as
23 Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.

24 17. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

25 18. “PAGA Members” or “PAGA Group” means “all current and former non-exempt
26 employees who worked for Defendant in California from October 23, 2018 through June 9, 2021
27 (“PAGA Period”).”
28

1 19. “PAGA Payment” means the payment made hereunder to the California Labor and
2 Workforce Development Agency and the Settlement Class Members for settlement of claims for
3 civil penalties under PAGA.

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

5 21. “Plaintiffs” means Ericka Monique Carroll, Blaike Wellington, and Betty Perez.

6 22. “Preliminary Approval” means the Court order granting preliminary approval of the
7 Settlement Agreement.

8 23. “Released Claims” means any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action
10 contingent or accrued which arise from the factual allegations and claims set forth in the operative
11 Complaint during the Settlement Class Period as set forth in this Action, including, but not limited
12 to, the failure to pay minimum wage under California Labor Code §§ 510, 1194, 1198 and the
13 applicable IWC Wage Order; failure to pay overtime wages under California Labor Code §§ 510,
14 1194, 1198 and the applicable IWC Wage Order; failure to provide and/or properly pay for rest
15 periods under California Labor Code §§ 226.7, 516, 558, and the applicable IWC Wage Order;
16 failure to provide and/or properly pay for meal periods under California Labor Code §§ 226.7, 512
17 and the applicable IWC Wage Order; failure to pay wages of terminated or resigned employees and
18 waiting time penalties under California Labor Code §§ 201-203 and the applicable IWC Wage
19 Order; failure to maintain required records under California Labor Code § 226 and the applicable
20 IWC Wage Order; failure to provide accurate wage statements including under California Labor
21 Code § 226 and the applicable IWC Wage Order; failure to indemnify employees for necessary
22 expenditures incurred in discharge of duties under California Labor Code §2802; violations of
23 unfair competition law under California Business and Professions Code §§ 17200-17208; any other
24 claims or penalties under the California Labor Code or other wage and hour laws pleaded in the
25 Action; all damages, penalties, interest and other amounts recoverable under said claims, causes of
26 action or legal theories of relief and claims for restitution; and other equitable relief, liquidated
27 damages, waiting time penalties, or any other benefit claimed on account of the allegations asserted
28 in the Action. The Released Claims do not extend to any claims not alleged in the operative

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

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

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

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

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

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

29. “Pay Periods” means the number of calendar pay periods that the Class Member worked as a non-exempt employee in California during the Class Period.

30. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth in herein.

31. “Workweek” means a week in which a Class Member worked a shift for Defendant.

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

TERMS OF AGREEMENT

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

1 33. Funding of the Gross Fund Value. No later than within sixty (60) business days after
2 the Effective Date, Defendant will deposit One Million Dollars and Zero Cents (\$1,000,000.00) into
3 a Qualified Settlement Fund administered by the Settlement Administrator. The Gross Fund Value
4 will be used to pay: (i) Individual Settlement Amounts; (ii) the Class Representatives Enhancement
5 Payments; (iii) Attorneys' Fees, Costs, and any other expenses; (iv) the PAGA Payment and (v)
6 Settlement Administration Costs.

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

16 35. Class Representatives Enhancement Payment. Plaintiffs will apply to the Court for
17 their respective Class Representative Enhancement Payments. Plaintiffs seek a Class Representative
18 Enhancement Payment of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) for
19 each individual plaintiff. These amounts are to award each of them for their effort and work in
20 prosecuting the Actions on behalf of Class Members and Aggrieved Employees and Defendant
21 agrees not to oppose such application. This amount will be considered non-wage damages and will
22 be reported on an IRS Form 1099. The Class Representative Enhancement Payments, which will be
23 paid from the Maximum Settlement Amount, will be in addition to Plaintiffs' right to an Individual
24 Settlement Payment pursuant to the Settlement. Plaintiffs will be solely and legally responsible to
25 pay any and all applicable taxes on the payments made pursuant to this paragraph and will hold
26 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of
27 the payments. Plaintiffs will not have the right to revoke this Settlement in the event the Court fails
28 to approve the amount sought by Plaintiffs as Class Representative Enhancement Payments. Any

1 portion of the Class Representative Enhancement Payments not awarded to the Class
2 Representatives will be added to the Net Settlement Amount.

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

18 37. PAGA Payment. Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be
19 allocated from the Maximum Settlement Fund for settlement of claims for civil penalties under
20 PAGA. The Settlement Administrator shall pay seventy-five percent (75%), or \$37,500.00, to the
21 LWDA and twenty-five percent (25%) or \$12,500.00, will be included in the Net Settlement
22 Amount and distributed to Settlement Class Members as described in this Agreement. Each
23 Settlement Class Member’s pro rata share of that \$12,500.00 will be part of his or her Individual
24 Settlement Payment.

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

1 34(a). The Settlement Administrator will calculate the total number of Workweeks
2 worked by each Class Member as a non-exempt employee in California during the Class Period and
3 the aggregate total number of Workweeks worked by all Class Members as non-exempt employees
4 in California during the Class Period.

5 34(b). To determine each Class Member's estimated "Individual Settlement
6 Payment," the Settlement Administrator will use the following formula: The Net Settlement
7 Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek
8 Value. Each Class Member's "Individual Settlement Payment" will be calculated by multiplying
9 each individual Class Member's total number of Workweeks by the Workweek Value.

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

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

24 40. Settlement Administration Process. The Parties agree to cooperate in the
25 administration of the settlement and to make all reasonable efforts to control and minimize the costs
26 and expenses incurred in administration of the Settlement.

1 41. Delivery of the Class List. Within twenty (20) business days of entry of the Court's
2 Order Granting Preliminary Approval, Defendant will provide the Class List to the Settlement
3 Administrator.

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

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

17 44. Notices of Class Action Settlement. All Class Members will be mailed a Notice of
18 Class Action Settlement in both English and Spanish in the form attached as Exhibit A¹, or as
19 provided by Court order.

20 45. Disputed Information on Notices of Class Action Settlement. Class Members will
21 have an opportunity to dispute the information provided in their Notices of Class Action Settlement.
22 To the extent Class Members dispute their employment dates or the number of Workweeks as set
23 forth on the Notice, Class Members may produce evidence to the Settlement Administrator showing
24 that such information is inaccurate. The Settlement Administrator will advise the Parties of such
25 dispute, allow Defendant five (5) business days to respond with any additional information or
26

27 ¹ 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.

1 records, and then decide the dispute. Defendant's records will be presumed correct, but the
2 Settlement Administrator will evaluate the evidence submitted by the Class Member and Defendant
3 and will make the final decision as to the merits of the dispute.

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

27 47. Defective Submissions. If a Class Member's Request for Exclusion is defective as
28 to the requirements listed herein, that Class Member will be given an opportunity to cure the

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

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

13 49. Objection Procedures. The Notice shall state that Settlement Class Members who
14 wish to object to the Settlement may do so by a written statement of objection (“Notice of
15 Objection”) to be mailed by the Response Deadline to the Settlement Administrator or by appearing
16 at the hearing for Final Approval. The Objection must be signed by the Class Member and contain
17 all information required by this Settlement Agreement. The postmark date of the filing and service
18 will be deemed the exclusive means for determining that the Objection is timely. The Notice of
19 Objection must state: (1) the case name and number; (2) the name of the Settlement Class Member;
20 (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class
21 Member’s Social Security number; (4) the basis for the objection; and (5) if the Settlement Class
22 Member intends to appear at the Final Approval/Settlement Fairness Hearing. The Settlement
23 Administrator will promptly provide any Notices of Objection to the parties’ counsel upon
24 receiving them. Class Counsels will include all objections received and Plaintiffs’ response(s) with
25 Plaintiffs’ motion for final approval of the Settlement. Settlement Class Members may also have a
26 right to have their objections heard at the Final Approval/Settlement Fairness Hearing. Any Class
27 Members who request exclusion from the Settlement will have no standing to object to it.
28

1 50. 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.

6 51. 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 Class
9 Members who have not submitted a valid and timely Request for Exclusion, including any Class
10 Member whose notice was returned as undeliverable; (ii) Plaintiff; (iii) Class Counsel; and (iv) the
11 LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved
12 services performed in connection with the Settlement. The Settlement Administrator will pay
13 Individual Settlement Payments from the Net Settlement Amount to all Participating Class
14 Members. The Settlement Administrator will do so by sending a check in the appropriate amount to
15 the Class Member at the address indicated in the list of Class Member names and addresses
16 provided by Defendant, or as subsequently determined by the Settlement Administrator to be
17 correct.

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

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

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

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

14 55. Administration of Taxes by the Settlement Administrator. The Settlement
15 Administrator will be responsible for issuing to Plaintiffs, Class Members, and Class Counsels tax
16 forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement
17 Administrator will also be responsible for forwarding all taxes and penalties to the appropriate
18 government authorities as may be required by law.

19 56. Tax Liability. Defendant makes no representation as to the tax treatment or legal
20 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on
21 any statement, representation, or calculation by Defendant or by the Settlement Administrator in
22 this regard. Plaintiffs and Class Members understand and agree that they will be solely responsible
23 for the payment of any taxes and penalties assessed on the payments described herein and will
24 defend, indemnify, and hold Defendant free and harmless from and against any claims resulting
25 from treatment of such payments as non-taxable damages.

26 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
27 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO
28 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")

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

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

25 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not
26 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
27 any other reason, then this Settlement Agreement, and any documents generated to bring it into
28

1 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
2 Settlement Agreement will likewise be treated as void from the beginning.

3 60. Preliminary Approval Hearing. Plaintiffs will obtain a date for hearing before the
4 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a
5 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement
6 purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date
7 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
8 the Notice of Class Action Settlement to be sent to all Class Members as specified herein. In
9 conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
10 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of
11 Class Action Settlement.

12 61. 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 Response Deadline. Class Counsels will be responsible for drafting all documents necessary to
20 obtain final approval. Class Counsels will also be responsible for drafting the attorneys' fees and
21 costs application to be heard at the final approval hearing.

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

28 63. General Release by Plaintiffs. In consideration for the consideration set forth in this

1 Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, does waive, release,
2 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
3 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
4 which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not
5 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,
6 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal
7 injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud
8 claims, quantum meruit claims, and any and all claims arising under any federal, state or other
9 governmental statute, law, regulation or ordinance, including any claims arising under the
10 California Fair Employment and Housing Act (FEHA), the California Labor Code, the Wage Orders
11 of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
12 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
13 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and
14 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
15 Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and
16 any and all claims arising under any federal, state or other governmental statute, law, regulation or
17 ordinance. Plaintiffs hereby expressly waive and relinquish any and all claims, rights or benefits
18 that they may have under California Civil Code § 1542, which provides as follows:

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

27 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
28 which they now know or believe to exist, but they expressly agree to fully, finally and forever settle
and release any and all claims against the Released Parties, known or unknown, suspected or
unsuspected, which exist or may exist against Released Parties at the time of execution of this
Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs'

1 employment with Defendant. The Parties further acknowledge, understand and agree that this
2 representation and commitment is essential to the Agreement and that this Agreement would not
3 have been entered into were it not for this representation and commitment.

4 64. Release by All Settlement Class Members. Plaintiffs and all Class Members who do
5 not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her
6 heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally
7 release and discharge the Released Parties from any and all of the Released Claims for the entirety
8 of the Class Period across the Actions. This waiver and release will be final and binding on the date
9 in which Defendant fully funds the settlement, by depositing the Maximum Settlement Amount into
10 the Qualified Settlement Fund established by the Claim Administrator, and will have every
11 preclusive effect permitted by law. Plaintiffs and the Settlement Class Members may hereafter
12 discover facts or legal arguments in addition to or different from those they now know or currently
13 believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or
14 legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue
15 of this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by
16 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
17 and released all of the Released Claims. The Parties understand and specifically agree that the scope
18 of the release described in this Paragraph: is a material part of the consideration for this Agreement;
19 was critical in justifying the agreed upon economic value of this settlement and without it
20 Defendant would not have agreed to the consideration provided; and is narrowly drafted and
21 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims
22 that were or could have been alleged based on the facts, causes of action, and legal theories
23 contained in the operative complaint in the Action.

24 65. Released PAGA Claims. (collectively with Released Class Claims, the “Released
25 Claims”) means all claims, rights, demands, liabilities, causes of action, and theories of liability of
26 every nature and description under the California Labor Code Private Attorneys General Act of
27 2004, Labor Code Sections 2698, *et seq.*, whether known or unknown, that were or could have been
28 alleged against Defendant or any of the Released Parties arising out of, in connection with, or based

on the facts alleged in the Complaints and PAGA Letters for 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, any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action, conversion, penalties, damages, interest, costs or attorneys' fees, and violations of any other state or federal law, whether for economic damages, non-economic damages, liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, to the extent necessary to effect a full and complete release of the Released PAGA Claims. This release shall extend to all such claims accrued during the PAGA Period and shall be binding on all PAGA Members regardless of whether they submit a valid Request for Exclusion from the Class.

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

67. Publicity Agreement. Plaintiffs and Class Counsels agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs and Class

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

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

23 69. Defendant's Option to Revoke Settlement. If, after the Response Deadline, the
24 number of Settlement Class Members who submitted timely and valid written requests for
25 exclusion from the Settlement is at least five percent (5%) of all 670 Settlement Class Members,
26 Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant
27 exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to
28 Class Counsels within seven (7) business days after the Response Deadline and (b) pay all

1 Settlement Administration Costs incurred up to the date or as a result of the termination, and the
2 Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

3 70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
4 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
5 agreements may be deemed binding on the Parties.

6 71. Amendment or Modification. This Settlement Agreement may be amended or
7 modified only by a written instrument signed by counsel for all Parties or their successors-in-
8 interest.

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

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

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

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

1 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
2 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
3 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
4 taking into account all relevant factors, present and potential. The Parties further acknowledge that
5 they are each represented by competent counsel and that they have had an opportunity to consult
6 with their counsel regarding the fairness and reasonableness of this Settlement. In addition, the
7 Mediator may execute a declaration supporting the Settlement and the reasonableness of the
8 Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and
9 whether or not the Settlement is objectively fair and reasonable

10 77. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Settlement
13 Agreement valid and enforceable.

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

19 79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
20 dispute that has arisen between them and to avoid the burden, expense and risk of continued
21 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it
22 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
23 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
24 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
25 other unlawful conduct with respect to its employees. Neither this Settlement, nor any of its terms
26 or provisions, nor any of the negotiations connected with it, will be construed as an admission or
27 concession by Defendant of any such violations or failures to comply with any applicable law.
28 Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its

1 terms and provisions will not be offered or received as evidence in any action or proceeding to
2 establish any liability or admission on the part of Defendant or to establish the existence of any
3 condition constituting a violation of, or a non-compliance with, federal, state, local or other
4 applicable law.

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

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

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

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

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

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

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

SO AGREED AND STIPULATED

PLAINTIFF ERICKA CARROLL

DocuSigned by:

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Dated: October 6, 2021

 Ericka Monique Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: October 6, 2021

 Blaike Wellington

PLAINTIFF BETTY PEREZ

DATED: October 6, 2021

 Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: October 6, 2021

 By: Stephane Klasky-Gamer
 Title: CEO

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Dated: October 6, 2021

Ericka Monique Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: October 6, 2021

Blaike Wellington
Blaike Wellington (Oct 7, 2021 16:51 EDT)

Blaike Wellington

PLAINTIFF BETTY PEREZ

DATED: October 6, 2021

Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: October 6, 2021

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Dated: October 6, 2021

Ericka Monique Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: October 6, 2021

Blaike Wellington

PLAINTIFF BETTY PEREZ

DATED: October 6, 2021

DocuSigned by:


Betty Perez E8CB7C1C06CB418...

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PLAINTIFF ERICKA CARROLL

Dated: October 6, 2021

Ericka Monique Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: October 6, 2021

Blake Wellington

PLAINTIFF BETTY PEREZ

DATED: October 6, 2021

Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

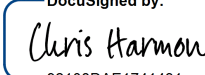
DATED: October 6, 2021
10/6/2021

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By: Stephanie Klasky-Gamer
Title: CEO

LEWIS BRISBOIS BISGAARD & SMITH

DocuSigned by:

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DATED: October 6, 2021
10/6/2021

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

DAVID YEREMIAN & ASSOCIATES, INC.

DATED: October 6, 2021

By _____
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff, Ericka Monique
Carroll and all others similarly situated

DATED: October 6, 2021

WEST COAST TRIAL LAWYERS, APLC

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

DATED: May ____ 2021

AEGIS LAW FIRM, PC

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

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LEWIS BRISBOIS BISGAARD & SMITH

DATED: October 6 2021

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

DAVID YEREMIAN & ASSOCIATES, INC.

DATED: October 6, 2021

By  _____
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff, Ericka Monique
Carroll and all others similarly situated

DATED: October 6, 2021

WEST COAST TRIAL LAWYERS, APLC

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

DATED: October 6, 2021

AEGIS LAW FIRM, PC

By:  _____
Kashif Haque
Jessica L. Campbell
Alexander G.L. Davies
Attorneys for Plaintiff Betty Perez

LEWIS BRISBOIS BISGAARD & SMITH

DATED: October 6, 2021

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

DAVID YEREMIAN & ASSOCIATES, INC.

DATED: October 6, 2021

By _____
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff, Ericka Monique
Carroll and all others similarly situated

DATED: October 6, 2021

WEST COAST TRIAL LAWYERS, APLC

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

DATED: May ____ 2021

AEGIS LAW FIRM, PC

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

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LEWIS BRISBOIS BISGAARD & SMITH

DATED: October 6 2021

By _____
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Christopher W. Harmon
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Housing Corporation

DAVID YEREMIAN & ASSOCIATES, INC.

DATED: October 6, 2021

By _____
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Carroll and all others similarly situated

DATED: October 6, 2021

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