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**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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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 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

Blake 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

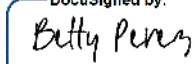
PLAINTIFF BLAIKE WELLINGTON

DATED: April 5, 2022

Blaike Wellington

PLAINTIFF BETTY PEREZ

DATED: April 5, 2022

DocuSigned by:

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Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: April 5, 2022

By: Stephane Klasky-Gamer
Title: CEO

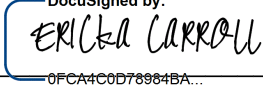
DATED: April 5, 2022

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

DocuSigned by:

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Ericka Carroll

PLAINTIFF BLAIKE WELLINGTON

DATED: April 5, 2022

Blaike Wellington

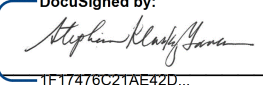
PLAINTIFF BETTY PEREZ

DATED: April 5, 2022

Betty Perez

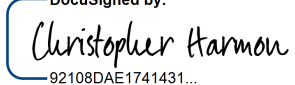
DEFENDANT L.A. FAMILY HOUSING CORPORATION

4/6/2022
DATED: April 5, 2022

DocuSigned by:

1F17476C21AE42D...
By: Stephane Klasky-Gamer
Title: CEO

DATED: April 5, 2022
4/6/2022

LEWIS BRISBOIS BISGAARD & SMITH

DocuSigned by:

92108DAE1741431...
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

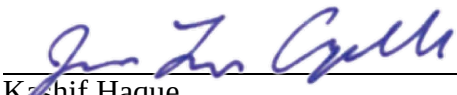
8 DATED: April 7, 2022

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