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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]

**THIRD 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 in order to
9 protect the employees constitutional right of privacy pursuant to California State Constitution,
10 Article I, Section 1. This will not impede Class Counsel’s ability to discharge its fiduciary duties.

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

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

17 7. “Class Representatives Enhancement Payments” means the amounts to be paid to
18 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class
19 Members, and for their general release of claim, including a Civil Code § 1542 waiver.

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

22 9. “Class Workweek Value” means the value of each compensable Class Workweek.
23 Defendant will calculate the total number of Class Workweeks worked by each participating Class
24 Member during the Class Period and the aggregate total number of Class Workweeks worked by all
25 participating Class Members during the Class Period. To determine each participating Class
26 Member’s estimated Individual Class Settlement Payment from the Net Settlement Amount, the
27 Settlement Administrator will use the following formula: The Net Settlement Amount will be
28

1 divided by the aggregate total number of Class Workweeks in the Class Period, resulting in the
2 participating Class Member's "Class Workweek Value."

3 10. "Court" means the Superior Court of California, County of Los Angeles.

4 11. "Defendant" means L.A. Family Housing Corporation, a California Domestic
5 Nonprofit.

6 12. "Effective Date" means the date by which the Judgment approving the Settlement
7 Agreement becomes Final.

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

21 14. "Final Approval" means the date on which the Court enters an order granting final
22 approval of the Settlement Agreement.

23 15. "Funding Date" means the date that Defendant deposits the Gross Settlement
24 Amount and the employer's share of payroll taxes.

25 16. "Gross Settlement Amount" is the amount of One Million Dollars and Zero Cents
26 (\$1,000,000.00), which is the maximum amount to be paid by Defendant pursuant to this Settlement
27 Agreement. Defendant estimates that there are approximately Six Hundred and Seventy (670) Class
28 Members and (497) PAGA Members. If, the number of Class Members or PAGA Members

1 increases by more than ten percent (10%) of the amount stated then the Net Settlement Amount
2 shall increase by an equal percentage. The Gross Settlement Amount includes all Individual
3 Settlement Amounts to Class Members, the Class Representatives Enhancement Payments to
4 Plaintiffs, Attorneys' Fees and Costs to Class Counsel, the Settlement Administration Costs to the
5 Settlement Administrator and the PAGA Settlement Amount as specified in this Agreement.
6 Defendant shall pay the employer payroll taxes required by law, including the employer FICA,
7 FUTA, and SDI contributions, due on the portion of Settlement Payments allocated to wages
8 separately and in addition to the Gross Settlement Amount. The Parties agree that Defendant will
9 have no obligation to pay any amount in connection with this Settlement Agreement apart from the
10 Gross Settlement Amount and the employer's share of payroll taxes due on the portion of
11 Settlement Payments allocated to wages, and that none of the Gross Settlement Amount will revert
12 to Defendant.

13 17. "Individual Class Settlement Payment" means each Class Member's respective
14 share of the Net Settlement Amount.

15 18. "Individual PAGA Settlement Payment" means each PAGA Member's respective
16 share of the PAGA Fund.

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

20 20. "Net Settlement Amount" means the portion of the Gross Settlement Amount
21 remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement
22 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement
23 Amount will be distributed to participating Class Members. There will be no reversion of the Net
24 Settlement Amount to Defendant.

25 21. "Notice of Objection" means a Class Member's valid and timely written objection
26 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
27 objector's full name, signature, and address (for correspondence and identity verification purposes)
28 , (ii) a written statement of any grounds for the objection they wish to be considered accompanied

1 by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon
2 which the objection is based. Class Members need not include legal arguments for their written
3 objections to be considered. If an objector also wishes to appear at the Final Approval and Fairness
4 Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at
5 the same time as the objection is filed. Any Class Member who does not submit a timely written
6 objection to the Settlement, or who fails to otherwise comply with the specific and technical
7 requirements of this section, will be foreclosed from objecting to the Settlement and seeking any
8 adjudication or review of the Settlement, by appeal or otherwise.

9 22. "Notice Packet" means the Notice Packet, substantially in the form attached as
10 Exhibit A.

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

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

16 25. "PAGA Fund" means the Twelve Thousand Five Hundred Dollars and Zero Cents
17 (\$12,500.00) that shall be allocated to resolve any claims brought under the PAGA and paid on a
18 pro-rata basis to the PAGA Members based upon the PAGA Workweek Value formula.

19 26. "PAGA Members" or "PAGA Group" means all persons employed by Defendant in
20 the State of California as hourly and/or non-exempt employees at any time during the PAGA Period.

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

22 28. "PAGA Settlement Payment" means the amount that the Parties have agreed to pay
23 to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection
24 with Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
25 §§ 2698, et seq.).

26 29. "PAGA Workweeks" means the numbers of Workweeks worked by PAGA
27 Members in the PAGA Period.
28

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

31. “Parties” means Plaintiffs and Defendant collectively.

32. “Plaintiffs” or “Named Plaintiffs” means to include Ericka Carroll, Blaike Wellington, and Betty Perez.

33. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

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

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

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

16 35. "Released PAGA Claims" means all claims, demands, rights, liabilities, penalties,
17 fees, and causes of action under PAGA, including under California Labor Code §§ 558 and/or 2698,
18 et seq., predicated on any Labor Code violations alleged or could have been alleged in the Action
19 based upon the facts alleged in the Second Amended Complaint, the February 4, 2020 PAGA Notice
20 submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 27,
21 2020 Amended PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-
22 20), and/or the October 23, 2019 PAGA Notice submitted on behalf of Plaintiff Blaike Wellington
23 (LWDA-CM-750939-19) and/or the November 6, 2020 PAGA Notice submitted on behalf of
24 Plaintiff Betty Perez (LWDA-CM-810853-20).

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

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

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

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

22 40. “Settlement Administration Costs” includes all costs payable to the Settlement
23 Administrator for administering this Settlement, including, but not limited to, printing, distributing,
24 and tracking notice and other documents for this Settlement, tax reporting, distributing all payments
25 to be made pursuant to this Settlement, and providing necessary reports and declarations, as
26 requested by the Parties. After conference and consultation with the Settlement Administrator,
27 \$13,806.70 will be allocated to Settlement Administration as a “not to exceed” cost.
28

6 **TERMS OF AGREEMENT**

8 43. Funding of the Gross Settlement Amount. No later than within thirty (30) calendar
9 days after the Effective Date, Defendant will deposit One Million Dollars and Zero Cents
10 (\$1,000,000.00) into a “Qualified Settlement Fund” administered by the Settlement Administrator.
11 Defendant will pay the employer’s share of payroll taxes separately. After the Effective Date, the
12 Gross Settlement Amount will be used for: (i) Net Settlement Amount; (ii) the PAGA Settlement
13 Amount; (iii) the Class Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs; and
14 (v) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the
15 employer’s share of payroll taxes within thirty (30) calendar days after the Effective Date.

25 45. Class Representatives Enhancement Payment. In recognition of their effort and
26 work in prosecuting the Actions on behalf of Class Members, Defendant agrees not to oppose or
27 impede any application or motion by Plaintiffs for Class Representative Enhancement Payments of
28 Ten Thousand Dollars (\$10,000), each. This amount will be considered non-wage damages and will

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

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

25 47. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the
26 amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount
27 will be designated for satisfaction of the LWDA and Plaintiffs' PAGA claims. Pursuant to PAGA,
28 Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars and Zero Cents

1 (\$37,500.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve
2 Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be paid to PAGA Members in
3 proportion to the number of Workweeks worked during the PAGA Period.

4 48. No Right to Exclusion or Objections by PAGA Representative Action Members.

5 Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting
6 as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, no
7 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members
8 will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless
9 of whether he or she cashes any payment received as a result of this Settlement.

10 49. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
11 participating Class Members. No portion of the Net Settlement Amount will revert to or be retained
12 by Defendant.

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

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

1 increase the Individual Class Settlement Payment for each participating Class Member according to
2 the number of Workweek worked, so that the amount actually distributed to the Settlement Class
3 equals 100% of the Net Settlement Amount.

4 52. Individual PAGA Settlement Payment Calculations. Defendant will calculate the
5 total number of Workweeks worked by each PAGA Member during the PAGA Period and the
6 aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To
7 determine each PAGA Member's estimated Individual PAGA Fund, the Settlement Administrator
8 will use the following formula: The PAGA Fund will be divided by the aggregate total number of
9 Workweeks worked by all PAGA Members during the PAGA Period, resulting in the "PAGA
10 Workweek Value." Each PAGA Member's Individual PAGA Settlement Payment will be calculated
11 by multiplying each individual PAGA Member's total number of Workweeks by the PAGA
12 Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

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

21 54. Mediation and Settlement Communications. The negotiations, statements,
22 proceedings and data exchanged between the Parties for purposes of mediation and which led to
23 settlement shall be deemed confidential mediation settlement communications and not subject to
24 disclosure for any purpose in any proceeding, except upon: (1) written agreement of the Parties; or
25 (2) with Court approval for good cause shown, as required to obtain approval of and implement the
26 Settlement in this Litigation and/or to enforce the Settlement.

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

4 56. Delivery of the Class List. Within thirty (30) business days of entry of the Court's
5 Order Granting Preliminary Approval, Defendant will provide the Class List to the Settlement
6 Administrator.

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

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

20 59. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
21 Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the
22 Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total
23 number of Pay Periods each respective Class Member and PAGA Member worked for Defendant
24 during the Class Period and PAGA Period; (v) each Class Member's and PAGA Member's
25 estimated Individual Class Settlement Payment and Individual PAGA Settlement and the formula
26 for calculating said payments; (vi) the dates which comprise the Class Period and PAGA Period;
27 (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the
28

1 deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark
2 Notices of Objection to the Settlement; and (ix) the claims to be released.

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

11 61. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
12 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
13 Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that
14 are mailed to the Settlement Administrator, the postmark date will be the exclusive means to
15 determine whether a Request for Exclusion has been timely submitted. However, if a Notice Packet
16 needs to be re-mailed then that individual Class Member will be provided fifteen (15) additional
17 days to object or request exclusion from the settlement from the date of re-mailing or until the
18 original deadline for postmarking an opt-out, whichever is later.

19 62. Defective Submissions. If a Class Member’s Request for Exclusion is defective as
20 to the requirements listed herein, that Class Member will be given an opportunity to cure the
21 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
22 business days of receiving the defective submission to advise the Class Member that his or her
23 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
24 The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15) calendar
25 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
26 Exclusion. If the revised Request for Exclusion is not postmarked and mailed within that period, it
27 will be deemed untimely.
28

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

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

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

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

67. Release of Claims by Plaintiffs. In addition to the Class Released Claims applicable to the participating Class Members and the PAGA Released Claims applicable to PAGA Members, and in consideration for the Enhancement Payment, upon the Funding Date, Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation of any local, state or federal statute, rule or regulation arising out of,

1 relating to, or in connection with any act or omission by or on the part of any of the Released
2 Parties committed or omitted through the Effective Date. This release is intended to have the
3 broadest possible application but excludes claims for workers' compensation benefits, claims for
4 unemployment benefits, and any current and/or future claims that are unwaivable as a matter of law.
5 Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere
6 with Plaintiffs' obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere
7 with Plaintiffs' right and/or obligation to contact, cooperate with, provide information to, or
8 participate in any investigation conducted by, any government agency or commission. Plaintiffs'
9 release as set forth herein includes a waiver of all rights under California Civil Code section 1542,
10 which includes a release of all known and unknown claims against the Released Parties that have
11 been alleged or could have been alleged arising out of the facts, circumstances, causes of action,
12 and primary rights alleged in the Action. Civil Code section 1542 provides:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 80. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
13 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
14 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
15 only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final
16 fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
17 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs
18 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will
19 include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will
20 be responsible for drafting all documents necessary to obtain preliminary approval, and will provide
21 a draft to Defendant's counsel for their review at least five (5) business days before the filing
22 deadline. The Parties will work in good faith to consider and implement any proposed revisions to
23 Plaintiffs' Motion for Preliminary Approval. In accordance with Labor Code section 2699(l)(2),
24 Class Counsel shall submit a copy of this proposed Settlement to the LWDA on the same date on
25 which Plaintiffs file the Motion for Preliminary Approval.

26 81. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
27 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
28 the Court's permission, a final fairness hearing will be conducted to determine the Final Approval

1 of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and
2 Costs; (ii) the Class Representative Enhancement Payments; (iii) Net Settlement Amount; (iv) the
3 PAGA Settlement Amount; (v) all Settlement Administration Costs. The final fairness hearing will
4 not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be
5 responsible for drafting all documents necessary to obtain final approval and will provide a draft to
6 Defendant's counsel for their review at least five (5) business days before the filing deadline. The
7 Parties will work in good faith to consider and implement any proposed revisions to Plaintiffs'
8 Motion for Final Approval. Class Counsel will also be responsible for drafting the attorneys' fees
9 and costs application to be heard at the final approval hearing.

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

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

20 84. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or publicize
21 the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
22 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,
23 except potential class members and as shall be contractually required to effectuate the terms of the
24 Settlement. For the avoidance of doubt, this section means Plaintiffs and Class Counsel agree not
25 to issue press releases, communicate with, or respond to any media or publication entities, publish
26 information in manner or form, whether printed or electronic, on any medium or otherwise
27 communicate, whether by print, video, recording or any other medium, with any person or entity
28 concerning the Settlement, including the fact of the Settlement, its terms or contents and the

1 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
2 terms of the Settlement. However, for the limited purpose of allowing Plaintiffs' Counsel to prove
3 adequacy as class counsel in other actions for the limited purpose of showing to the court that the
4 case has settled, Plaintiffs' Counsel may disclose the name of the Parties in this action and the
5 venue/case number of this action (but not any other settlement details) for such purposes.

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

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

26 87. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
27 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
28 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil

1 Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a
2 written agreement is to be construed according to its terms and may not be varied or contradicted by
3 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or
4 terms will modify, vary or contradict the terms of this Settlement Agreement.

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

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

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

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

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

1 93. 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 94. 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 95. 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 Counsel 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 96. Class Action Certification for Settlement Purposes Only. The Parties agree to
20 stipulate to class action certification for purposes of the Settlement only. If, for any reason, the
21 Settlement is not approved, the stipulation to certification will be void and the Court shall, either
22 *sua sponte* or on motion of any party, decertify the class. The Parties further agree that certification
23 for purposes of the Settlement is not an admission that class action certification is proper under the
24 standards applied to contested certification motions and that this Settlement Agreement will not be
25 admissible in this or any other proceeding as evidence that either (i) a class action should be
26 certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the
27 Settlement's terms.
28

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

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

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

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

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

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

8 102. All Terms Subject to Final Court Approval. All amounts and procedures described
9 in this Settlement Agreement herein will be subject to final Court approval.

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

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

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

19 **PLAINTIFF ERICKA CARROLL**

20
21 Dated: May 13, 2022

DocuSigned by:
ERICKA CARROLL
0FCA4C0D78984BA...

Ericka Carroll

22
23 **PLAINTIFF BLAIKE WELLINGTON**

24
25 DATED: May 13, 2022

Blake Wellington

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16 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
17 that otherwise might apply under federal or state law.

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

19 **PLAINTIFF ERICKA CARROLL**

20
21 Dated: May 13, 2022

Ericka Carroll

23 **PLAINTIFF BLAIKE WELLINGTON**

24
25 DATED: May 13, 2022



Blake Wellington (May 13, 2022 16:22 PDT)
Blake Wellington

PLAINTIFF BETTY PEREZ

DATED: May 13, 2022

DocuSigned by:
Betty Perez
E8CB7C1C06CB418...

Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: May 13, 2022
5/16/2022

DocuSigned by:
Chris Harmon
92108DAE1741431...

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

DATED: May 13, 2022
5/16/2022

LEWIS BRISBOIS BISGAARD & SMITH

DocuSigned by:
Chris Harmon
92108DAE1741431...
By
Katherine Den Bleyker
Christopher W. Harmon
Armine Antonyan
Attorneys for Defendant, L.A. Family
Housing Corporation

DATED: May 13, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

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

PLAINTIFF BETTY PEREZ

DATED: May 13, 2022

Betty Perez

DEFENDANT L.A. FAMILY HOUSING CORPORATION

DATED: May 13, 2022

By: Stephane Klasky-Gamer
Title: CEO

DATED: May 13, 2022

LEWIS BRISBOIS BISGAARD & SMITH

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

DATED: May 13, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

By  _____
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff, Ericka Carroll and all
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1 DATED: May 13, 2022

WEST COAST TRIAL LAWYERS, APLC

2
3 By: 
4 Ronald Zambrano
5 Melineh Kasbarian
6 Attorneys for Plaintiff Blaike Wellington

7 DATED: May 13, 2022

AEGIS LAW FIRM, PC

8 By: _____
9 Kashif Haque
10 Jessica L. Campbell
11 Attorneys for Plaintiff Blaike Wellington
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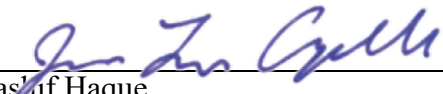
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