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14 Attorneys for Plaintiffs Fatima Goodarzi and Marianita Yadao

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 FATIMA GOODARZI, individually, and on
18 behalf of other members of the general public
similarly situated, and as an aggrieved employee
19 pursuant to the Private Attorneys General Act
("PAGA"),

20 Plaintiff,

21 vs.

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

27 Defendants.
28

Case No.: 20STCV15572

Assigned to the Hon. Stuart M. Rice

**SUPPLEMENTAL DECLARATION OF
RAUL PEREZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 14, 2022

Time: 10:30 a.m.

Place: Department 1

Complaint Filed: April 22, 2020

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1. I am an attorney licensed to practice before all courts of the State of California. I am a Partner at Capstone Law APC (“Capstone,” or with Diversity Law Group, P.C. “Plaintiffs’ Counsel”), counsel for Plaintiff Fatima Goodarzi (with Marianita Yadao, “Plaintiffs”) in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I make this supplemental declaration in support of the Motion for Preliminary Approval of the Class Action Settlement.

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Exhibit 1

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(Additional Counsel Listed on Following Page)

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

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

Plaintiff,
vs.

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

Defendants.

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

Plaintiff,
vs.

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

Defendants.

Case No.: 20STCV15572

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

Case No. 20STCV22064

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21 Attorneys for Defendant Belmont Village, L.P.

AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

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

RECITALS

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

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

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

1 4. On August 10, 2020, the U.S. District Court to which the Actions (as defined below)
2 were assigned granted the parties' stipulation to consolidate the Actions for all purposes.

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

7 6. Pursuant to the terms of the Agreement, Plaintiffs filed a stipulation to remand the
8 Actions to the Superior Court of California, County of Los Angeles, which the U.S. District Court
9 granted.

10 7. On June 21, 2022, Plaintiffs filed a First Amended Complaint in the Los Angeles
11 County Superior Court in the Goodarzi action. In the First Amended Complaint, Plaintiffs added
12 Marianita Yadao as a plaintiff to the Goodarzi action and asserted claims for (1) Unpaid Overtime, (2)
13 Unpaid Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest
14 Periods, (5) Non-Compliant Wage Statements and Failure to Maintain Payroll Records, (6) Failure to
15 Pay Vested Vacation Time and Paid Time Off Upon Termination, (7) Wages Not Timely Paid Upon
16 Termination, (8) Failure to Timely Pay Wages During Employment, (9) Unreimbursed Business
17 Expenses, (10) Civil Penalties for Violations of California Labor Code §§ 2698, *et seq.* Pursuant to
18 PAGA, (11) Unlawful Business Practices, and (12) Unfair Business Practices.

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

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

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

28 ///

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

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

TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

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

DEFINITIONS

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

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

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

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

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

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

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

7. “Class Representative Enhancement Payments” means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,

1 and for their general release of claims. Subject to the Court granting final approval of this Settlement
2 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
3 Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) each.

4 8. "Court" means the Los Angeles County Superior Court.

5 9. "Defendant" means Defendant Belmont Village, L.P.

6 10. "Final Effective Date" means the later in time of: (i) thirty (30) calendar days after entry
7 of the order of final approval and Judgment, if no objections to final approval were made and there is no
8 filing of a motion to intervene or a motion to set aside and vacate the Judgment or notice of appeal; (ii) if
9 objections to final approval were made, or a motion to intervene or motion to set aside and vacate the
10 class Judgment is filed, ten (10) calendar days after the expiration of time to appeal the Judgment and
11 rulings on the foregoing motions, with no timely appeal filed; (iii) if an appeal or other effort to obtain
12 review has been initiated, ten (10) calendar days after the date after such appeal or other review has been
13 finally concluded, affirming final approval, and is no longer subject to review.

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

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

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

27 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
28 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the

1 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
2 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
3 Defendant.

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

13 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A.

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

18 18. "PAGA Period" means the period from May 4, 2019 and the earlier of May 24, 2022 or
19 the date of Preliminary Approval.

20 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
21 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
22 Plaintiffs' claim under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
23 "PAGA") ("PAGA Settlement"). The Parties have agreed that One Hundred Thousand Dollars
24 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
25 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
26 Settlement Amount will be paid to the LWDA ("Labor and Workforce Development Agency
27 Payment"), and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), of the PAGA
28 Settlement will be disbursed to the PAGA Members, regardless of whether they request to be excluded

1 from the Settlement Class.

2 20. "Parties" means Plaintiffs and Defendant collectively.

3 21. "Participating Class Members" means all Class Members who do not submit timely and
4 valid Requests for Exclusion.

5 22. "Plaintiffs" means Plaintiffs Fatima Goodarzi and Marianita Yadao.

6 23. "Preliminary Approval" means the date on which the Court enters an order granting
7 preliminary approval of the Settlement Agreement.

8 24. "Released Class Claims" means all claims alleged in, or reasonably arising out of facts
9 asserted in, the operative First Amended Complaint, including, but not be limited to, all claims for the
10 failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and pay
11 meal period premiums, failure to authorize and permit rest periods and failure to pay rest period
12 premiums, failure to pay timely all wages due upon separation of employment (which attaches to all
13 claims for unpaid wages which are known or unknown, under any theory of liability, whether for off-the-
14 clock work, interruptions of meal and rest periods, calculation of the regular rate of pay, and sick pay),
15 failure to pay timely wages during employment, failure to provide accurate itemized wage statements,
16 failure to keep requisite payroll records, failure to reimburse necessary business expenses, violation of
17 Business and Professions Code § 17200, failure to pay sick and vacation pay, and violations of Labor
18 Code §§ 200, 201, 202, 203 (derivative of any known or unknown unpaid wages theory), 204, 218.5,
19 221, 226(a) (derivative of any known or unknown unpaid wages theory), 226.7, 227.3, 246, 246.5,
20 247.5, 248.5, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil
21 Procedure § 1021.5, and applicable IWC Wage Orders.

22 25. "Released PAGA Claims" means all claims for violations of California Labor Code §§
23 2698, *et seq.* (PAGA) that were brought, or reasonably could have been brought, based on the facts
24 alleged in Plaintiffs' letters to the LWDA, including claims for unpaid wages, off-the-clock work,
25 vacation pay, and sick pay.

26 26. "Released Parties" shall include Defendant and: (i) any direct or indirect parents,
27 subsidiaries, divisions, affiliates, and related entities of Defendant; (ii) any predecessors, successors, or
28 assigns of any of the foregoing (i); and (iii) any past, present, or future employees, officers, directors,

1 affiliates, partners, joint venturers, coventurers, licensors, licensees, principals, members, managers,
2 managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers,
3 trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the
4 foregoing (i)-(ii) in his, her, or its capacity as such.

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

11 28. "Response Deadline" means the deadline by which Class Members must postmark or
12 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
13 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
14 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
15 the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
16 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
17 the U.S. Postal Service is open.

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

27 30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
28 settlement administrator agreed to by the Parties and approved by the Court for the purposes of

1 administering this Settlement. The Parties each represent that they do not have any financial interest in
2 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
3 could create a conflict of interest.

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

9 TERMS OF AGREEMENT

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

12 32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
13 the Gross Settlement Amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) into
14 a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay
15 the employer's share of payroll taxes separately. After the Final Effective Date, the Gross Settlement
16 Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class
17 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement
18 Administration Costs. Defendant will deposit the Gross Settlement Amount within fourteen (14)
19 calendar days after the Final Effective Date ("Funding Date"). Defendant will fund its share of the
20 payroll taxes directly to the Settlement Administrator.

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

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

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

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

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

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

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

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

9 40(a) Payments from the Net Settlement Fund. Defendant will calculate the total
10 number of Workweeks worked by each Class Member during the Class
11 Period and the aggregate total number of Workweeks worked by all Class
12 Members during the Class Period. To determine each Class Member's
13 estimated "Individual Settlement Payment" from the Net Settlement Fund,
14 the Settlement Administrator will use the following formula: The Net
15 Settlement Fund will be divided by the aggregate total number of
16 Workweeks, resulting in the "Workweek Value." Each Class Member's
17 "Individual Settlement Payment" will be calculated by multiplying each
18 individual Class Member's total number of Workweeks by the Workweek
19 Value. The Individual Settlement Payment will be reduced by any required
20 deductions for each Participating Class Member as specifically set forth
21 herein, including employee-side tax withholdings or deductions. The entire
22 Net Settlement Fund will be disbursed to all Class Members who do not
23 submit timely and valid Requests for Exclusion. If there are any valid and
24 timely Requests for Exclusion, the Settlement Administrator shall
25 proportionately increase the Individual Settlement Payment for each
26 Participating Class Member according to the number of Workweeks
27 worked, so that the amount actually distributed to the Settlement Class
28 equals 100% of the Net Settlement Fund.

1 40(b) Payments from the PAGA Fund. Defendant will calculate the total number
2 of Workweeks worked by each PAGA Member during the PAGA Period
3 and the aggregate total number of Workweeks worked by all PAGA
4 Members during the PAGA Period. To determine each PAGA Member's
5 estimated "Individual Settlement Payment," the Settlement Administrator
6 will use the following formula: The PAGA Fund will be divided by the
7 aggregate total number of Workweeks, resulting in the "PAGA Workweek
8 Value." Each PAGA Member's "Individual Settlement Payment" will be
9 calculated by multiplying each individual PAGA Member's total number of
10 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
11 be disbursed to all PAGA Members.

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

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

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

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

27 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
28 Administrator will perform a search based on the National Change of Address Database for information

1 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
2 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
3 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
4 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
5 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
6 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
7 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
8 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
9 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a
10 Notice of Objection to the Settlement.

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

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

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

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

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

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

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

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

27 53. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together
28 and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents,

1 and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them,
2 from each of the Released PAGA Claims during the PAGA Period.

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

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

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

27 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
28 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class

Members and PAGA Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

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

59. 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.

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

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

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

63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES

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

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

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

28 66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to

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

67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting the Motion for Final Approval and all documents necessary to obtain final approval, and will allow defense counsel a reasonable opportunity to comment and have input on said motion, particularly as to information that Defendant considers confidential, proprietary, or trade secret. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or

as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

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

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

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

71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is

1 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
2 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
3 contradict the terms of this Settlement Agreement.

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

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

15 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 89. Binding Agreement. The Parties warrant that they understand and have full authority to
27 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
28 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 8/18/2022

Fatima Goodarzi

DocuSigned by:

Fatima Goodarzi

55ADAA312CC44F7...

PLAINTIFF

Dated: _____

Marianita Yadao

DEFENDANT

Dated: _____

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

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 8/19/2022

By: _____

Raul Perez
Raul Perez
Attorneys for Plaintiff Fatima Goodarzi

DIVERSITY LAW GROUP, APC

Dated: _____

By: _____

Larry Lee
Attorneys for Plaintiff Marianita Yadao

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____

By: _____

Jeffrey S. Ranen
Attorneys for Defendant Belmont Village, L.P.

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Fatima Goodarzi

PLAINTIFF

Dated: _____

Marianita Yadao

DEFENDANT

Dated: _____

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

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Fatima Goodarzi

DIVERSITY LAW GROUP, APC

Dated: August 19, 2022

By: _____
Larry Lee
Attorneys for Plaintiff Marianita Yadao

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____

By: _____
Jeffrey S. Ranen
Attorneys for Defendant Belmont Village, L.P.

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Fatima Goodarzi

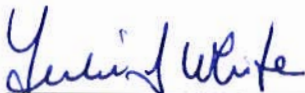
PLAINTIFF

Dated: _____

Marianita Yadao

DEFENDANT

Dated: August 18, 2022



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

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Fatima Goodarzi

DIVERSITY LAW GROUP, APC

Dated: _____

By: _____
Larry Lee
Attorneys for Plaintiff Marianita Yadao

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: August 18, 2022


By: _____
Jeffrey S. Ranen
Attorneys for Defendant Belmont Village, L.P.

Exhibit A

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

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

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

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

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

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2022 in Department 1 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing in person or remotely, which can be set up through LA Court Connect (www.lacourt.org/lacc/). For in-person appearances, visit http://www.lacourt.org/pdf/recovery_social_distancing.pdf for more information about the Court’s social distancing and mask guidelines. To review the documents filed in this lawsuit, visit <https://www.lacourt.org/casesummary/ui/>.

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

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

Summary of the Litigation

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

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

employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

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

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

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

Summary of The Proposed Settlement Terms

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

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

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

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

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

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

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

Settlement Administrator
c/o _____
Fax No. _____

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

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

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

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

Released Class Claims: All claims alleged in, or reasonably arising out of facts asserted in, the operative First Amended Complaint, including, but not be limited to, all claims for the failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and pay meal period premiums, failure to authorize and permit rest periods and failure to pay rest period premiums, failure to pay timely all wages due upon separation of

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

Released PAGA Claims: All claims for violations of California Labor Code §§ 2698, *et seq.* (PAGA) that were brought, or reasonably could have been brought, based on the facts alleged in Plaintiffs' letters to the LWDA, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

Option 2 – Opt Out of the Settlement

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

Settlement Administrator

c/o _____

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

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

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

Option 3 – Object to the Settlement

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

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

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

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

Additional Information

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

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 418-8735

Larry Lee
Diversity Law Group, APC
15 S Figueroa St., Suite 1250
Los Angeles, CA 90071
Phone: 1 (213) 488-6555

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

Exhibit 2

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Roxanna Tabatabaee pour (SBN 260187)
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CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396
Attorneys for Plaintiff Fatima Goodarzi
(Additional Counsel Listed on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

Case No.: 20STCV15572

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

Case No. 20STCV22064

1 Larry W. Lee (State Bar No. 228175)
2 Kristen M. Agnew (State Bar No. 247656)
3 Nicholas Rosenthal (State Bar No. 268297)
4 DIVERSITY LAW GROUP, P.C.
5 515 S. Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
7 (213)488-6555 Telephone
8 (213)488-6554 Facsimile

9 Attorneys for Plaintiff Marianita Yadao

10 Jeffrey S. Ranen (SBN 224285)
11 Jeffrey.Ranen@lewisbrisbois.com
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15 Kelley.Fox@lewisbrisbois.com
16 Lewis Brisbois Bisgaard & Smith LLP
17 633 West 5th Street, Suite 4000
18 Los Angeles, CA 90071
19 Telephone: (213) 250-1800
20 Facsimile: (213) 250-7900

21 Attorneys for Defendant Belmont Village, L.P.

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

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

7 **RECITALS**

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

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

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

1 4. On August 10, 2020, the U.S. District Court to which the Actions (as defined below)
2 were assigned granted the parties' stipulation to consolidate the Actions for all purposes.

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

7 6. Pursuant to the terms of the Agreement, ~~the Parties will file~~ Plaintiffs filed a stipulation to
8 remand the Actions to the Superior Court of California, County of Los Angeles, which the U.S. District
9 Court granted.

10 7. On June 21, 2022, Plaintiffs filed a First Amended Complaint in the Los Angeles
11 County Superior Court in the Goodarzi action. In the First Amended Complaint, Plaintiffs added
12 Marianita Yadao as a plaintiff to the Goodarzi action and asserted claims for (1) Unpaid Overtime, (2)
13 Unpaid Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest
14 Periods, (5) Non-Compliant Wage Statements and Failure to Maintain Payroll Records, (6) Failure to
15 Pay Vested Vacation Time and Paid Time Off Upon Termination, (7) Wages Not Timely Paid Upon
16 Termination, (8) Failure to Timely Pay Wages During Employment, (9) Unreimbursed Business
17 Expenses, (10) Civil Penalties for Violations of California Labor Code §§ 2698, et seq. Pursuant to
18 PAGA, (11) Unlawful Business Practices, and (12) Unfair Business Practices.

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

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

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

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

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

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

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

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

7. “Class Representative Enhancement Payments” means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,

1 and for their general release of claims. Subject to the Court granting final approval of this Settlement
2 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
3 Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) each.

4 8. "Court" means the Los Angeles County Superior Court.

5 9. "Defendant" means Defendant Belmont Village, L.P.

6 10. "Final Effective Date" means the later in time of: (i) thirty (30) calendar days after entry
7 of the order of final approval and Judgment, if no objections to final approval were made and there is no
8 filing of a motion to intervene or a motion to set aside and vacate the Judgment or notice of appeal; (ii) if
9 objections to final approval were made, or a motion to intervene or motion to set aside and vacate the
10 class Judgment is filed, ten (10) calendar days after the expiration of time to appeal the Judgment and
11 rulings on the foregoing motions, with no timely appeal filed; (iii) if an appeal or other effort to obtain
12 review has been initiated, ten (10) calendar days after the date after such appeal or other review has been
13 finally concluded, affirming final approval, and is no longer subject to review.

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

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

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

27 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
28 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the

1 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
2 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
3 Defendant.

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

13 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A.

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

18 18. "PAGA Period" means the period from May 4, 2019 and the earlier of May 24, 2022 or
19 the date of Preliminary Approval.

20 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
21 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
22 Plaintiffs' claim under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
23 "PAGA") ("PAGA Settlement"). The Parties have agreed that One Hundred Thousand Dollars
24 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
25 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
26 Settlement Amount will be paid to the LWDA ("Labor and Workforce Development Agency
27 Payment"), and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), of the PAGA
28 Settlement will be disbursed to the PAGA Members, regardless of whether they request to be excluded

1 from the Settlement Class.

2 20. "Parties" means Plaintiffs and Defendant collectively.

3 21. "Participating Class Members" means all Class Members who do not submit timely and
4 valid Requests for Exclusion.

5 22. "Plaintiffs" means Plaintiffs Fatima Goodarzi and Marianita Yadao.

6 23. "Preliminary Approval" means the date on which the Court enters an order granting
7 preliminary approval of the Settlement Agreement.

8 24. "Released Class Claims" ~~shall include~~ means all claims alleged in, or reasonably arising
9 out of facts asserted in, the operative First Amended Complaint, including, but not be limited to, all
10 claims for the failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
11 periods and pay meal period premiums, failure to authorize and permit rest periods and failure to pay rest
12 period premiums, failure to pay timely all wages due upon separation of employment (which attaches to
13 all claims for unpaid wages which are known or unknown, under any theory of liability, whether for off-
14 the-clock work, interruptions of meal and rest periods, calculation of the regular rate of pay, and sick
15 pay), failure to pay timely wages during employment, failure to provide accurate itemized wage
16 statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses,
17 violation of Business and Professions Code § 17200, failure to pay sick and vacation pay, and violations
18 of Labor Code §§ 200, 201, 202, 203 (derivative of any known or unknown unpaid wages theory), 204,
19 218.5, 221, 226(a) (derivative of any known or unknown unpaid wages theory), 226.7, 227.3, 246,
20 246.5, 247.5, 248.5, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil
21 Procedure § 1021.5, and applicable IWC Wage Orders.

22 25. "Released PAGA Claims" means all claims for violations of California Labor Code §§
23 2698, *et seq.* (PAGA) that were brought, or reasonably could have been brought, based on ~~all the facts~~
24 ~~alleged violations of the California Labor Code set forth in Paragraph 24 above~~ Plaintiffs' letters to the
25 LWDA, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

26 26. "Released Parties" shall include Defendant and: (i) any direct or indirect parents,
27 subsidiaries, divisions, affiliates, and related entities of Defendant; (ii) any predecessors, successors, or
28 assigns of any of the foregoing (i); and (iii) any past, present, or future employees, officers, directors,

1 affiliates, partners, joint venturers, coventurers, licensors, licensees, principals, members, managers,
2 managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers,
3 trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the
4 foregoing (i)-(ii) in his, her, or its capacity as such.

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

11 28. “Response Deadline” means the deadline by which Class Members must postmark or
12 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
13 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
14 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
15 the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
16 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
17 the U.S. Postal Service is open.

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

27 30. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action
28 settlement administrator agreed to by the Parties and approved by the Court for the purposes of

administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

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

TERMS OF AGREEMENT

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

32. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer’s share of payroll taxes separately. After the Final Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount within fourteen (14) calendar days after the Final Effective Date (“Funding Date”). Defendant will fund its share of the payroll taxes directly to the Settlement Administrator.

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

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

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

16 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
17 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
18 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-
19 Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent
20 (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to
21 the number of Workweeks worked during the PAGA Period.

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

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

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

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

9 40(a) Payments from the Net Settlement Fund. Defendant will calculate the total
10 number of Workweeks worked by each Class Member during the Class
11 Period and the aggregate total number of Workweeks worked by all Class
12 Members during the Class Period. To determine each Class Member's
13 estimated "Individual Settlement Payment" from the Net Settlement Fund,
14 the Settlement Administrator will use the following formula: The Net
15 Settlement Fund will be divided by the aggregate total number of
16 Workweeks, resulting in the "Workweek Value." Each Class Member's
17 "Individual Settlement Payment" will be calculated by multiplying each
18 individual Class Member's total number of Workweeks by the Workweek
19 Value. The Individual Settlement Payment will be reduced by any required
20 deductions for each Participating Class Member as specifically set forth
21 herein, including employee-side tax withholdings or deductions. The entire
22 Net Settlement Fund will be disbursed to all Class Members who do not
23 submit timely and valid Requests for Exclusion. If there are any valid and
24 timely Requests for Exclusion, the Settlement Administrator shall
25 proportionately increase the Individual Settlement Payment for each
26 Participating Class Member according to the number of Workweeks
27 worked, so that the amount actually distributed to the Settlement Class
28 equals 100% of the Net Settlement Fund.

1 40(b) Payments from the PAGA Fund. Defendant will calculate the total number
2 of Workweeks worked by each PAGA Member during the PAGA Period
3 and the aggregate total number of Workweeks worked by all PAGA
4 Members during the PAGA Period. To determine each PAGA Member's
5 estimated "Individual Settlement Payment," the Settlement Administrator
6 will use the following formula: The PAGA Fund will be divided by the
7 aggregate total number of Workweeks, resulting in the "PAGA Workweek
8 Value." Each PAGA Member's "Individual Settlement Payment" will be
9 calculated by multiplying each individual PAGA Member's total number of
10 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
11 be disbursed to all PAGA Members.

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

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

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

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

27 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
28 Administrator will perform a search based on the National Change of Address Database for information

1 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
2 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
3 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
4 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
5 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
6 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
7 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
8 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
9 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a
10 Notice of Objection to the Settlement.

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

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

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

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

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

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

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

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

27 53. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together
28 and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents,

1 and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them,
2 from each of the Released PAGA Claims during the PAGA Period.

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

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

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

27 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
28 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class

Members and PAGA Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

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

59. 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.

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

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

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

63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES

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

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

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

28 66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to

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

67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting the Motion for Final Approval and all documents necessary to obtain final approval, and will allow defense counsel a reasonable opportunity to comment and have input on said motion, particularly as to information that Defendant considers confidential, proprietary, or trade secret. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or

as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

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

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

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

71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is

1 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
2 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
3 contradict the terms of this Settlement Agreement.

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

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

15 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 89. Binding Agreement. The Parties warrant that they understand and have full authority to
27 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
28 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Fatima Goodarzi

PLAINTIFF

Dated: _____

Marianita Yadao

DEFENDANT

Dated: _____

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

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Fatima Goodarzi

DIVERSITY LAW GROUP, APC

Dated: _____

By: _____
Larry Lee
Attorneys for Plaintiff Marianita Yadao

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____

By: _____
Jeffrey S. Ranen
Attorneys for Defendant Belmont Village, L.P.

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

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

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

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

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

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2022 in Department 1 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing in person or ~~telephonically (remotely)~~, which can be set up through LA Court Connect (www.lacourt.org/lacc/). ~~A prescheduled appointment is currently necessary to~~ For in-person appearances, visit http://www.lacourt.org/pdf/recovery_social_distancing.pdf for more information about the Court’s social distancing and mask guidelines. To review ~~any~~ the documents ~~in the clerk’s office.~~ ~~Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time.~~ filed in this lawsuit, visit <https://www.lacourt.org/casesummary/ui/>.

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

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

Summary of the Litigation

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

Plaintiffs Fatima Goodarzi and Marianita Yadao, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other

things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

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

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

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

Summary of The Proposed Settlement Terms

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

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

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

increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

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

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

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

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

Settlement Administrator

c/o _____

Fax No. _____

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

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

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

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

Released Class Claims: All claims alleged in, or reasonably arising out of facts asserted in, the operative First Amended Complaint, including, but not be limited to, all claims for the failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and pay meal period premiums, failure to authorize and permit rest periods and failure to pay rest period premiums, failure to pay timely all wages due upon separation of employment (which attaches to all claims for unpaid wages which are known or unknown, under any theory of liability, whether for off-the-clock work, interruptions of meal and rest periods, calculation of the regular rate of pay, and sick pay), failure to pay timely wages during employment, failure to provide accurate itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, violation of Business and Professions Code § 17200, failure to pay sick and vacation pay, and violations of Labor Code §§ 200, 201, 202, 203 (derivative of any known or unknown unpaid wages theory), 204, 218.5, 221, 226(a) (derivative of any known or unknown unpaid wages theory), 226.7, 227.3, 246, 246.5, 247.5, 248.5 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil Procedure § 1021.5, and applicable IWC Wage Orders.

Released PAGA Claims: All claims for violations of California Labor Code §§ 2698, *et seq.* (PAGA) that were brought, or reasonably could have been brought, based on all the facts alleged ~~violations of the California Labor Code set forth in Plaintiffs' letters to the Released Class Claims above~~ LWDA, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

Option 2 – Opt Out of the Settlement

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

Settlement Administrator

c/o _____

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

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

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

Option 3 – Object to the Settlement

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

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

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

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

Additional Information

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

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 418-8735

Larry Lee
Diversity Law Group, APC
15 S Figueroa St., Suite 1250
Los Angeles, CA 90071
Phone: 1 (213) 488-6555

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

Exhibit 3



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Green@capstonelawyers.com

May 4, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Fatima Goodarzi v. Belmont Village, L.P., et al.*

Dear PAGA Administrator:

This office represents Fatima Goodarzi in connection with her claims under the California Labor Code. Ms. Goodarzi was an employee of BELMONT VILLAGE, L.P.; BELMONT VILLAGE ALISO VIEJO CA LP; BELMONT VILLAGE BERKELEY, LLC; and/or BELMONT VILLAGE THOUSAND OAKS CA LP. For the purpose of this letter, Ms. Goodarzi collectively refers to these entities as "BELMONT."

The employers may be contacted directly at the address below:

BELMONT VILLAGE, L.P.
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE ALISO VIEJO CA LP
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE BERKELEY, LLC
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE THOUSAND OAKS CA LP
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

Ms. Goodarzi intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Goodarzi seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BELMONT in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BELMONT employed Ms. Goodarzi as a non-exempt, hourly paid Personal Assistant Liaison from approximately May 2019 to February 2020. Ms. Goodarzi worked for BELMONT at its senior assisted living facility located in Calabasas, California. During her employment, Ms. Goodarzi typically worked 12-16 hours per day, six (6) days per week. At the time her employment ended,

Ms. Goodarzi was compensated approximately \$14.75 per hour. Ms. Goodarzi's primary job duties included, without limitation, performing resident wellness checks, bathing and dressing residents, performing housekeeping duties for residents, and delivering meals to residents.

BELMONT has committed one or more of the following Labor Code violations against Ms. Goodarzi, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

BELMONT's Company-Wide and Uniform Payroll and HR Practices

BELMONT VILLAGE, L.P.; BELMONT VILLAGE ALISO VIEJO CA LP; BELMONT VILLAGE THOUSAND OAKS CA LP; and BELMONT VILLAGE BERKELEY, LLC are Delaware limited partnerships and a Delaware limited liability company, respectively, which own and operate senior assisted living facilities in multiple states, including Arizona, California, Georgia, Illinois, Tennessee, and Texas. Within the state of California, BELMONT has a total of thirteen senior assisted living facilities, with locations in Albany, Aliso Viejo, Burbank, Calabasas, Cardiff by the Sea, Los Angeles, Rancho Palos Verdes, San Diego, San Jose, Sherman Oaks, Sunnyvale, and Thousand Oaks, California. Upon information and belief, BELMONT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Houston, Texas, for all non-exempt, hourly paid employees working for BELMONT in California, including Ms. Goodarzi and other aggrieved employees. At all relevant times, BELMONT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Goodarzi and other aggrieved employees, regardless of their location or position.

Upon information and belief, BELMONT maintains a centralized Payroll department at its corporate headquarters in Houston, Texas, which processes payroll for all non-exempt, hourly paid employees working for BELMONT in California, including Ms. Goodarzi and other aggrieved employees. Further, BELMONT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Goodarzi and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BELMONT utilized the same methods and formulas when calculating wages due to Ms. Goodarzi and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required

¹ These facts, theories, and claims are based on Ms. Goodarzi's experience and counsel's review of those records currently available relating to Ms. Goodarzi's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Goodarzi reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BELMONT willfully failed to pay all overtime wages owed to Ms. Goodarzi and other aggrieved employees. During the relevant time period, Ms. Goodarzi and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BELMONT had, and continues to have, a company-wide policy and/or practice of understaffing its assisted living facilities, and on information and belief, utilizing labor budgets that led to far too few employees being staffed to provide care to the number of residents. Due to BELMONT's understaffing of its assisted living facilities, Ms. Goodarzi and other aggrieved employees were left without meal period coverage to take compliant meal periods. Instead, Ms. Goodarzi and other aggrieved employees were required to continue performing their caregiving duties during meal periods, suffered interruptions to their meal periods, and/or had their meal periods cut short when they were needed to return to caring for residents. For example, Ms. Goodarzi had her meal periods cut short and interrupted by BELMONT's supervisors who would instruct her to return to work before her 30-minute meal period ended or ask her care-related questions during her unpaid meal periods. Ms. Goodarzi also missed her meal periods altogether due to BELMONT's understaffing of the assisted living facility. Other aggrieved employees similarly suffered interruptions to their meal periods and had their meal periods cut short for the same reasons. Thus, Ms. Goodarzi and other aggrieved employees missed or had meal periods interrupted in order to complete their assigned workloads. BELMONT did not pay Ms. Goodarzi and other aggrieved employees for the time they continued to perform tasks during meal periods.

Second, BELMONT also had a company-wide policy and/or practice of requiring Ms. Goodarzi and other aggrieved employees to carry communication devices at all times during their shifts and respond to any calls during their shifts. BELMONT required that Ms. Goodarzi and other aggrieved employees be available via the devices at all times, including during their unpaid meal periods. For example, Ms. Goodarzi would have her meal periods interrupted by supervisors who would contact her via the device to ask her questions about work-related matters. BELMONT knew or should have known that Ms. Goodarzi and other aggrieved employees were being made to communicate with their supervisors while off-the-clock in order to meet BELMONT's expectations, but failed to compensate them for this off-the-clock work. And, although BELMONT's supervisors would contact Ms. Goodarzi while she was clocked out for her meal periods to discuss work-related matters, BELMONT failed to pay her for this time.

Third, BELMONT, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Ms. Goodarzi and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of these policies and/or practices, Ms. Goodarzi and other aggrieved employees were required to work through and/or to return early from meal periods, in order to complete their assigned tasks. Further, BELMONT had a company-wide practice and/or policy of discouraging employees from accruing meal period penalties and pressuring them to clock out for meal periods regardless of whether they had received a compliant meal period or not, to limit meal penalties that BELMONT would otherwise owe to Ms. Goodarzi and other aggrieved employees. BELMONT also engaged in a company-wide practice and/or policy of adjusting

employee time meal period records to reflect compliant meal periods. Thus, Ms. Goodarzi and other aggrieved employees performed work during meal periods for which they were not paid.

BELMONT knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Goodarzi and other aggrieved employees were performing their assigned duties during their meal periods, and were suffered or permitted to perform work for which they were not paid. BELMONT also knew, or should have known, that it did not compensate Ms. Goodarzi and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Ms. Goodarzi and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Goodarzi and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. BELMONT's failure to pay Ms. Goodarzi and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, BELMONT did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, BELMONT paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BELMONT failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, BELMONT failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, BELMONT paid other aggrieved employees nondiscretionary bonuses or incentive pay for receiving recognition from other employees. During pay periods that other aggrieved employees were paid overtime wages, BELMONT failed to incorporate the nondiscretionary bonus and/or incentive pay into other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, BELMONT paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BELMONT's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime and double time wages to other aggrieved employees on a company-wide basis.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As set forth above, due to BELMONT's policy and/or practice of understaffing its assisted living facilities relative to the number of residents requiring care, requiring Ms. Goodarzi and other aggrieved employees to respond to communication devices at all times, and failing to schedule meal periods, Ms. Goodarzi and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

Further, BELMONT maintained and implemented a company-wide policy of requiring all employees to travel to a medical clinic on their own time and using their own personal vehicles to undergo mandatory physical examinations, tuberculin (TB) testing, and/or drug testing, upon hiring and periodically thereafter. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics or for the time they spent undergoing physical examinations, TB testing, and/or drug testing. At all times, BELMONT was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or clinic where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. For example, BELMONT gave Ms. Goodarzi strict instructions to obtain a physical examination, TB test, and drug test and Ms. Goodarzi underwent the examination and testing for the sole benefit of BELMONT. Ms. Goodarzi followed BELMONT's instructions and traveled to and from the medical clinic authorized by BELMONT, and spent a few hours waiting at the medical clinic and undergoing the requisite treatment and/or testing. Ms. Goodarzi was further instructed to return to the medical clinic to obtain her TB test results, which she did 72 hours after taking the TB test pursuant to BELMONT's instructions. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and undergoing the mandatory physical examinations, TB testing, and/or drug testing and obtaining their TB test results.

Moreover, BELMONT maintained and implemented a company-wide policy of requiring all employees to undergo fingerprint-based background checks upon hiring. This required employees to travel to a Live Scan Provider or Operator on their own time and using their own personal vehicles, to undergo fingerprinting. For example, Ms. Goodarzi spent one (1) hour traveling to and from a Live Scan Provider in Thousand Oaks, California, and another 35-45 minutes waiting and undergoing the fingerprinting. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the Live Scan Providers or Operators or for the time they spent undergoing their fingerprinting.

Thus, BELMONT did not pay minimum wages for all hours worked by Ms. Goodarzi and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BELMONT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, BELMONT regularly failed to pay at least minimum wages to Ms. Goodarzi and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, § 11050(11)(D).

First, during the relevant period, as stated, BELMONT's company-wide policies and/or practices of understaffing its assisted living facilities due to the usage of labor budgets, lack of adequate meal period coverage, and failure to schedule meal periods prevented Ms. Goodarzi and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Goodarzi and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, during her employment, Ms. Goodarzi would start her meal periods late due to the heavy workload and lack of coverage, would have her meal periods interrupted by her supervisors wanting to discuss work-related matters, and would have her meal periods cut short due to perform her caregiving duties for residents.

Second, as stated, BELMONT's uniform policy and/or practice requiring that Ms. Goodarzi and other aggrieved employees keep a communication device on their person while on-site and respond to any calls at all times discouraged and impeded Ms. Goodarzi and other aggrieved employees from taking full, uninterrupted meal periods to which they were entitled. For example, Ms. Goodarzi's supervisors would contact her through the communication devices to ask her questions about work-related issues.

Third, on information and belief, because BELMONT frowned upon employees accruing meal period penalties, BELMONT's management would adjust Ms. Goodarzi's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by BELMONT. However, Ms. Goodarzi and other aggrieved employees worked through meal periods or had their meal periods interrupted, because there were not enough employees on duty to handle the workload.

Fourth, during the relevant time period, Ms. Goodarzi and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Ms. Goodarzi missed her second meal period when she worked shifts in excess of ten (10) hours. Ms. Goodarzi and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, BELMONT knew or should have known that, as a result of these policies, Ms. Goodarzi and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BELMONT further knew or should have known that it did not pay Ms. Goodarzi and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted, because BELMONT adjusted employee time records to reflect compliant meal periods, even if none were taken.

BELMONT also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Goodarzi and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that BELMONT did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because BELMONT did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, BELMONT failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Ms. Goodarzi and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, BELMONT regularly failed to authorize and permit Ms. Goodarzi and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BELMONT's company-wide practices,

including assigning heavy workloads and understaffing its assisted living facilities, prevented Ms. Goodarzi and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, BELMONT failed to schedule rest periods, which, coupled with BELMONT's failure to provide adequate rest period coverage, further led to Ms. Goodarzi and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, during the relevant time period, BELMONT maintained implemented a company-wide on-premises rest period policy, which mandated that Ms. Goodarzi and other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, BELMONT's company-wide on-premises rest period policy prevented Ms. Goodarzi and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result of BELMONT's practices and policies, Ms. Goodarzi and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during her employment, Ms. Goodarzi missed her rest periods or had them cut short or interrupted, due to BELMONT's policy of assigning heavy workloads and failing to provide sufficient coverage. BELMONT failed to authorize and permit Ms. Goodarzi and other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

BELMONT also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Goodarzi and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that BELMONT did pay rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because BELMONT did not properly calculate other aggrieved employees' regular rates of pay by including all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, BELMONT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Goodarzi and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BELMONT has not provided Ms. Goodarzi and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a

subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BELMONT has knowingly and intentionally provided Ms. Goodarzi and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BELMONT issued uniform wage statements to Ms. Goodarzi and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, BELMONT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because BELMONT did not record the time Ms. Goodarzi and other aggrieved employees spent working off-the-clock and deducted time from Ms. Goodarzi's and other aggrieved employees' records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BELMONT did not list the correct amount of gross wages and net wages earned by Ms. Goodarzi and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, BELMONT failed to accurately list the total number of the hours worked by Ms. Goodarzi and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because BELMONT did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, BELMONT did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). BELMONT also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments..." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BELMONT willfully failed to maintain accurate payroll records for Ms. Goodarzi and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, BELMONT engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Goodarzi and other aggrieved employees. Also, as stated, BELMONT engaged in a company-wide practice and/or policy of falsifying Ms. Goodarzi’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Goodarzi and other aggrieved employees. Furthermore, in light of BELMONT’s failure to provide Ms. Goodarzi and other aggrieved employees with second 30-minute meal periods to which they were entitled, BELMONT kept no records of meal start and end times for second meal periods.

Because BELMONT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Goodarzi and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Goodarzi and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BELMONT failed to pay Ms. Goodarzi and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, BELMONT had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, BELMONT terminated Ms. Goodarzi in person on February 13, 2020, but failed to tender her final pay to her at that time. Instead, BELMONT did not tender Ms. Goodarzi her final wages until approximately 10 days later. Thus, BELMONT failed to pay Ms. Goodarzi her final wages at the time of termination, in violation of Labor Code section 201.

In addition, BELMONT willfully failed to pay Ms. Goodarzi and other aggrieved employees who are no longer employed by BELMONT all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving BELMONT's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, BELMONT unlawfully deducted a portion of wages previously paid to Ms. Goodarzi and other aggrieved employees, in violation of California Labor Code section 221. BELMONT would deduct \$8.00 per meal ticket from Ms. Goodarzi's and other aggrieved employees' paychecks, but Ms. Goodarzi and other aggrieved employees did not expressly consent to and authorize the deductions. For example, BELMONT deducted \$8.00 from Ms. Goodarzi's paycheck for a meal ticket that she did not authorize in writing, and BELMONT's management refused to refund that amount when Ms. Goodarzi brought it to their attention. Thus, BELMONT's policy of deducting the cost of meals from Ms. Goodarzi's and other aggrieved employees' wages without their written authorization constitutes an unlawful deduction of wages in violation of California Labor Code sections 221 and 224.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

At all times relevant herein, BELMONT implemented, on a company-wide basis, an employer-imposed requirement that Ms. Goodarzi and other aggrieved employees undergo a mandatory physical examinations, TB testing, and/or drug testing, but required them to do so at their own expense. As stated, BELMONT had a company-wide policy requiring that all employees, including Ms. Goodarzi and other aggrieved employees, travel to an authorized medical clinic on their own time and using their own personal vehicles to undergo physical examinations, TB testing, and/or drug testing. BELMONT also required Ms. Goodarzi and other aggrieved employees to make a second trip to the medical facility to obtain their TB test results. At all times, BELMONT were in control of scheduling the date and time for the examinations and/or testing, selecting the provider/clinic where the examinations and/or testing were to take place, and determining the scope of the examinations and/or testing.

For example, Ms. Goodarzi was instructed by BELMONT to travel to BELMONT's designated medical clinic and obtain a physical examination, drug testing, and TB testing. Ms. Goodarzi followed BELMONT's instructions, traveled to the medical clinic authorized by BELMONT, and underwent the physical examination, drug testing, and TB testing. Ms. Goodarzi was required to travel to and from the medical clinic selected by BELMONT using her own vehicle. Ms. Goodarzi followed BELMONT's instructions and drove approximately 50 miles roundtrip to and from the medical clinic designated by BELMONT, and then spent a few hours waiting at the medical clinic and undergoing the requisite treatment and testing. Ms. Goodarzi also made a second trip to the same medical clinic 72 hours later to obtain her TB test results, pursuant to BELMONT's instructions.

However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics, for the time they spent undergoing the physical examinations, TB testing, and/or drug testing, or reimburse them for the travel expenses they incurred getting to and from the medical clinics. BELMONT's policy and/or not paying for all costs Ms. Goodarzi and other aggrieved employees incurred obtaining mandatory physical examinations, TB testing, and/or drug testing is in violation of California Labor Code section 222.5.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2)

times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, BELMONT had a company-wide policy of requiring Ms. Goodarzi and other aggrieved employees to travel in their own personal vehicles to obtain mandatory physical examinations, TB testing, drug testing, and/or fingerprint-based background checks, but did not reimburse them for their travel expenses, including mileage. For example, Ms. Goodarzi followed BELMONT’s instructions, traveled approximately 50 miles roundtrip using her personal vehicle, and underwent BELMONT’s mandatory physical exam, drug and TB testing, but was not reimbursed for her mileage to and from the medical clinic. BELMONT also required Ms. Goodarzi to make a second trip using her own vehicle to return to the medical clinic 72 hours later and obtain her TB test results. As a further example, Ms. Goodarzi was also required to travel approximately 50 miles roundtrip using her personal vehicle to obtain her mandatory fingerprint-based background check from a Live Scan provider. Although BELMONT required Ms. Goodarzi and other aggrieved employees to undergo physical examinations, TB testing, drug testing, and/or fingerprint-based background checks, BELMONT never reimbursed them for their travel expenses.

In addition, on a company-wide basis, BELMONT failed to provide Ms. Goodarzi and other aggrieved employees with uniform cleaning services or reimburse them for cleaning expenses incurred. During the relevant time period, BELMONT had a company-wide written policy of requiring Ms. Goodarzi and other aggrieved employees to “present our best image at all times in our communities” upon threat of being sent home or disciplined, which forced Ms. Goodarzi and other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. For example, BELMONT required Ms. Goodarzi and other aggrieved employees to wear green t-shirts bearing the “Belmont Village” logo in the upper right side, but only issued Ms. Goodarzi and other aggrieved employees two (2) of the required t-shirts. Ms. Goodarzi typically worked six days per week, and was therefore constantly doing laundry because two (2) shirts could not get her through the workweek. As a result, Ms. Goodarzi and other aggrieved employees incurred additional laundry expenses in order to report to work in BELMONT’s uniforms.

BELMONT could have provided Ms. Goodarzi and other aggrieved employees with the actual tools for use on the job, such as company vehicles or other paid transportation to be used for fulfilling work-related tasks, an adequate number of uniforms, or provided laundering services. Or, BELMONT could have reimbursed employees for the costs of their travel expenses, mileage, and uniform laundering expenses. Instead, BELMONT passed these operating costs off onto Ms. Goodarzi and other aggrieved employees. At all relevant times, Ms. Goodarzi did not earn at least two (2) times the minimum wage.

Thus, BELMONT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid

employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” BELMONT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Goodarzi’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Goodarzi seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Goodarzi, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BELMONT for violations of California Labor Code sections 201, 202, 203, 204, 221, 222.5, 224, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Goodarzi seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'JR Greene', with a stylized flourish at the end.

Jamie R. Greene

Copy: BELMONT VILLAGE, L.P. (via U.S. Certified Mail); BELMONT VILLAGE ALISO VIEJO CA LP 220 (via U.S. Certified Mail); BELMONT VILLAGE BERKELEY, LLC (via U.S. Certified Mail); BELMONT VILLAGE THOUSAND OAKS CA LP (via U.S. Certified Mail)

Exhibit 4

JAMIE R. GREENE
310.556.4165 Direct
Jamie.Green@capstonelawyers.com

March 3, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/310>)

Subject: *Fatima Goodarzi v. Belmont Village, L.P., et al.*
LWDA Case No. LWDA-CM-785353-20 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Fatima Goodarzi in connection with her claims under the California Labor Code. Ms. Goodarzi was an employee of BELMONT VILLAGE, L.P.; BELMONT VILLAGE ALISO VIEJO CA LP; BELMONT VILLAGE BERKELEY, LLC; and/or BELMONT VILLAGE THOUSAND OAKS CA LP. For the purpose of this letter, Ms. Goodarzi collectively refers to these entities as “BELMONT.” We previously provided notice of Ms. Goodarzi’s claims to the California Labor and Workforce Development Agency (“LWDA”) on May 4, 2020, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Goodarzi’s prior LWDA notice and is intended to clarify the facts and theories supporting her claims.

The employers may be contacted directly at the address below:

BELMONT VILLAGE, L.P.
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE ALISO VIEJO CA LP
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

BELMONT VILLAGE BERKELEY, LLC
444 W. LAKE ST., STE. 2100
CHICAGO IL 60606

BELMONT VILLAGE THOUSAND OAKS CA LP
7660 WOODWAY DR STE 400
HOUSTON, TX 77063

Ms. Goodarzi intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Goodarzi seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BELMONT in California as a non-exempt, hourly paid employee and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BELMONT employed Ms. Goodarzi as a non-exempt, hourly paid Personal Assistant Liaison from approximately May 2019 to February 2020. Ms. Goodarzi worked for BELMONT at its senior assisted living facility located in Calabasas, California. During her employment, Ms. Goodarzi typically worked 12-16 hours per day, six (6) days per week. At the time her employment ended, Ms. Goodarzi was compensated approximately \$14.75 per hour. Ms. Goodarzi's primary job duties included, without limitation, performing resident wellness checks, bathing and dressing residents, performing housekeeping duties for residents, and delivering meals to residents.

BELMONT has committed one or more of the following Labor Code violations against Ms. Goodarzi, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

BELMONT's Company-Wide and Uniform Payroll and HR Practices

BELMONT VILLAGE, L.P.; BELMONT VILLAGE ALISO VIEJO CA LP; BELMONT VILLAGE THOUSAND OAKS CA LP; and BELMONT VILLAGE BERKELEY, LLC are Delaware limited partnerships and a Delaware limited liability company, respectively, which own and operate senior assisted living facilities in multiple states, including Arizona, California, Georgia, Illinois, Tennessee, and Texas. Within the state of California, BELMONT has a total of thirteen senior assisted living facilities, with locations in Albany, Aliso Viejo, Burbank, Calabasas, Cardiff by the Sea, Los Angeles, Rancho Palos Verdes, San Diego, San Jose, Sherman Oaks, Sunnyvale, and Thousand Oaks, California. Upon information and belief, BELMONT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Houston, Texas, for all non-exempt, hourly paid employees working for BELMONT in California, including Ms. Goodarzi and other aggrieved employees. At all relevant times, BELMONT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Goodarzi and other aggrieved employees, regardless of their location or position.

Upon information and belief, BELMONT maintains a centralized Payroll department at its corporate headquarters in Houston, Texas, which processes payroll for all non-exempt, hourly paid employees working for BELMONT in California, including Ms. Goodarzi and other aggrieved employees. Further, BELMONT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Goodarzi and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BELMONT utilized the same methods and formulas when calculating wages due to Ms. Goodarzi and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Ms. Goodarzi's experience and counsel's review of those records currently available relating to Ms. Goodarzi's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Goodarzi reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BELMONT willfully failed to pay all overtime wages owed to Ms. Goodarzi and other aggrieved employees. During the relevant time period, Ms. Goodarzi and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BELMONT had, and continues to have, a company-wide policy and/or practice of understaffing its assisted living facilities, and on information and belief, utilizing labor budgets that led to far too few employees being staffed to provide care to the number of residents. Due to BELMONT’s understaffing of its assisted living facilities, Ms. Goodarzi and other aggrieved employees were left without meal period coverage to take compliant meal periods. Instead, Ms. Goodarzi and other aggrieved employees were required to continue performing their caregiving duties during meal periods, suffered interruptions to their meal periods, and/or had their meal periods cut short when they were needed to return to caring for residents. For example, Ms. Goodarzi had her meal periods cut short and interrupted by BELMONT’s supervisors who would instruct her to return to work before her 30-minute meal period ended or ask her care-related questions during her unpaid meal periods. Ms. Goodarzi also missed her meal periods altogether due to BELMONT’s understaffing of the assisted living facility. Other aggrieved employees similarly suffered interruptions to their meal periods and had their meal periods cut short for the same reasons. Thus, Ms. Goodarzi and other aggrieved employees missed or had meal periods interrupted in order to complete their assigned workloads. BELMONT did not pay Ms. Goodarzi and other aggrieved employees for the time they continued to perform tasks during meal periods.

Second, BELMONT also had a company-wide policy and/or practice of requiring Ms. Goodarzi and other aggrieved employees to carry communication devices at all times during their shifts and respond to any calls during their shifts. BELMONT required that Ms. Goodarzi and other aggrieved employees be available via the devices at all times, including during their unpaid meal periods. For example, Ms. Goodarzi would have her meal periods interrupted by supervisors who would contact her via the device to ask her questions about work-related matters. BELMONT knew or should have known that Ms. Goodarzi and other aggrieved employees were being made to communicate with their supervisors while off-the-clock in order to meet BELMONT’s expectations, but failed to compensate them for this off-the-clock work. And, although BELMONT’s supervisors would contact Ms. Goodarzi while she was clocked out for her meal periods to discuss work-related matters, BELMONT failed to pay her for this time.

Third, BELMONT, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Ms. Goodarzi and other aggrieved employees to not be relieved of their duties

for compliant meal periods. As a result of these policies and/or practices, Ms. Goodarzi and other aggrieved employees were required to work through and/or to return early from meal periods, in order to complete their assigned tasks. Further, BELMONT had a company-wide practice and/or policy of discouraging employees from accruing meal period penalties and pressuring them to clock out for meal periods regardless of whether they had received a compliant meal period or not, to limit meal penalties that BELMONT would otherwise owe to Ms. Goodarzi and other aggrieved employees. BELMONT also engaged in a company-wide practice and/or policy of adjusting employee time meal period records to reflect compliant meal periods. Thus, Ms. Goodarzi and other aggrieved employees performed work during meal periods for which they were not paid.

BELMONT knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Goodarzi and other aggrieved employees were performing their assigned duties during their meal periods, and were suffered or permitted to perform work for which they were not paid. BELMONT also knew, or should have known, that it did not compensate Ms. Goodarzi and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Ms. Goodarzi and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Goodarzi and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. BELMONT's failure to pay Ms. Goodarzi and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, BELMONT did not pay Ms. Goodarzi and/or other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, BELMONT paid Ms. Goodarzi and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BELMONT failed to incorporate all forms of remunerations into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Goodarzi and/or other aggrieved employees worked overtime and received these other forms of pay, BELMONT failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, BELMONT failed to incorporate nondiscretionary bonuses and/or incentive pay, including, but not limited to, retention bonuses, holiday differential pay, and COVID-19 differential pay into Ms. Goodarzi's and/or other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. BELMONT paid Ms. Goodarzi and/or other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BELMONT's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime and double time wages to Ms. Goodarzi and/or other aggrieved employees on a company-wide basis.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum

so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as “the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As set forth above, due to BELMONT’s policy and/or practice of understaffing its assisted living facilities relative to the number of residents requiring care, requiring Ms. Goodarzi and other aggrieved employees to respond to communication devices at all times, and failing to schedule meal periods, Ms. Goodarzi and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

Further, BELMONT maintained and implemented a company-wide policy of requiring all employees to travel to a medical clinic on their own time and using their own personal vehicles to undergo mandatory physical examinations, tuberculin (TB) testing, and/or drug testing, upon hiring and periodically thereafter. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics or for the time they spent undergoing physical examinations, TB testing, and/or drug testing. At all times, BELMONT was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or clinic where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. For example, BELMONT gave Ms. Goodarzi strict instructions to obtain a physical examination, TB test, and drug test and Ms. Goodarzi underwent the examination and testing for the sole benefit of BELMONT. Ms. Goodarzi followed BELMONT’s instructions and traveled to and from the medical clinic authorized by BELMONT, and spent a few hours waiting at the medical clinic and undergoing the requisite treatment and/or testing. Ms. Goodarzi was further instructed to return to the medical clinic to obtain her TB test results, which she did 72 hours after taking the TB test pursuant to BELMONT’s instructions. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics; undergoing the mandatory physical examinations, TB testing, and/or drug testing; and obtaining their TB test results.

Moreover, BELMONT maintained and implemented a company-wide policy of requiring all employees to undergo fingerprint-based background checks upon hiring. This required employees to travel to a Live Scan Provider or Operator on their own time and using their own personal vehicles, to undergo fingerprinting. For example, Ms. Goodarzi spent one (1) hour traveling to and from a Live Scan Provider in Thousand Oaks, California, and another 35-45 minutes waiting and undergoing the fingerprinting. However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the Live Scan Providers or Operators or for the time they spent undergoing their fingerprinting.

Thus, BELMONT did not pay minimum wages for all hours worked by Ms. Goodarzi and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BELMONT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, BELMONT regularly failed to pay at least minimum wages to Ms. Goodarzi and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, § 11050(11)(D).

First, during the relevant period, as stated, BELMONT's company-wide policies and/or practices of understaffing its assisted living facilities due to the usage of labor budgets, lack of adequate meal period coverage, and failure to schedule meal periods prevented Ms. Goodarzi and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Goodarzi and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, during her employment, Ms. Goodarzi would start her meal periods late due to the heavy workload and lack of coverage, would have her meal periods interrupted by her supervisors wanting to discuss work-related matters, and would have her meal periods cut short due to perform her caregiving duties for residents.

Second, as stated, BELMONT's uniform policy and/or practice requiring that Ms. Goodarzi and other aggrieved employees keep a communication device on their person while on-site and respond to any calls at all times discouraged and impeded Ms. Goodarzi and other aggrieved employees from taking full, uninterrupted meal periods to which they were entitled. For example, Ms. Goodarzi's supervisors would contact her through the communication devices to ask her questions about work-related issues.

Third, on information and belief, because BELMONT frowned upon employees accruing meal period penalties, BELMONT's management would adjust Ms. Goodarzi's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by BELMONT. However, Ms. Goodarzi and other aggrieved employees worked through meal periods or had their meal periods interrupted, because there were not enough employees on duty to handle the workload.

Fourth, during the relevant time period, Ms. Goodarzi and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Ms. Goodarzi missed her second meal period when she worked shifts in excess of ten (10) hours. Ms. Goodarzi and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, BELMONT knew or should have known that, as a result of these policies, Ms. Goodarzi and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BELMONT further knew or should have known that it did not pay Ms. Goodarzi and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted, because BELMONT adjusted employee time records to reflect compliant meal periods, even if none were taken.

BELMONT also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Goodarzi and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that BELMONT did pay meal period premiums to Ms. Goodarzi and/or other aggrieved employees, it did so at the incorrect rates. Because BELMONT did not properly calculate Ms. Goodarzi's and/or other aggrieved employees' regular rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premiums.

Accordingly, BELMONT failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Ms. Goodarzi and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, BELMONT regularly failed to authorize and permit Ms. Goodarzi and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BELMONT's company-wide practices, including assigning heavy workloads and understaffing its assisted living facilities, prevented Ms. Goodarzi and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, BELMONT failed to schedule rest periods, which, coupled with BELMONT's failure to provide adequate rest period coverage, further led to Ms. Goodarzi and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, during the relevant time period, BELMONT maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Goodarzi and other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, BELMONT's company-wide on-premises rest period policy prevented Ms. Goodarzi and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result of BELMONT's practices and policies, Ms. Goodarzi and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during her employment, Ms. Goodarzi missed her rest periods or had them cut short or interrupted, due to BELMONT's policy of assigning heavy workloads and failing to provide sufficient coverage. BELMONT failed to authorize and permit Ms. Goodarzi and other aggrieved employees to take another rest period when their rest periods were interrupted to respond to the needs of residents.

BELMONT also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Goodarzi and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that BELMONT did pay rest period premium wages to Ms. Goodarzi and/or other aggrieved employees, it did so at the incorrect rates. Because BELMONT did not properly calculate Ms. Goodarzi's and/or other aggrieved employees' regular rates of pay by including all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premiums.

Accordingly, BELMONT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Goodarzi and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BELMONT has not provided Ms. Goodarzi and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any

employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BELMONT has knowingly and intentionally provided Ms. Goodarzi and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BELMONT issued uniform wage statements to Ms. Goodarzi and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, BELMONT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because BELMONT did not record the time Ms. Goodarzi and other aggrieved employees spent working off-the-clock and deducted time from Ms. Goodarzi's and other aggrieved employees' records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BELMONT did not list the correct amount of gross wages and net wages earned by Ms. Goodarzi and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, BELMONT failed to accurately list the total number of the hours worked by Ms. Goodarzi and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because BELMONT did not calculate Ms. Goodarzi's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, BELMONT did not list the correct amount of gross wages earned by Ms. Goodarzi and/or other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by Ms. Goodarzi and/or other aggrieved employees in violation of section 226(a)(5). BELMONT also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section

1174(d), BELMONT willfully failed to maintain accurate payroll records for Ms. Goodarzi and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, BELMONT engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Goodarzi and other aggrieved employees. Also, as stated, BELMONT engaged in a company-wide practice and/or policy of falsifying Ms. Goodarzi’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Goodarzi and other aggrieved employees. Furthermore, in light of BELMONT’s failure to provide Ms. Goodarzi and other aggrieved employees with second 30-minute meal periods to which they were entitled, BELMONT kept no records of meal start and end times for second meal periods.

Because BELMONT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Goodarzi and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Goodarzi and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee’s final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

During the relevant time period, BELMONT had a company-wide policy and practice of failing to pay Ms. Goodarzi and/or other aggrieved employees vested vacation wages that were owed to them at the end of their employment, in violation of California Labor Code section 227.3. For example, upon information and belief, BELMONT failed to pay Ms. Goodarzi and/or other aggrieved employees the balance of accrued and unused vacation wages, at the time of their termination. BELMONT’s failure to pay Ms. Goodarzi and/or other aggrieved employees who are no longer employed by BELMONT all vested vacation wages at the end of their employment caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

Ms. Goodarzi and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BELMONT failed to pay Ms. Goodarzi and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay within any time period specified by California Labor Code section 204.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, BELMONT had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, BELMONT terminated Ms. Goodarzi in person on February 13, 2020, but failed to tender her final pay to her at that time. Instead, BELMONT did not tender Ms. Goodarzi her final wages until approximately 10 days later. Thus, BELMONT failed to pay Ms. Goodarzi her final wages at the time of termination, in violation of Labor Code section 201.

In addition, BELMONT willfully failed to pay Ms. Goodarzi and other aggrieved employees who are no longer employed by BELMONT all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, vested vacation wages, and/or sick leave pay either at the time of discharge, or within seventy-two (72) hours of their leaving BELMONT's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Unpaid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, BELMONT did not pay Ms. Goodarzi and/or other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, BELMONT paid Ms. Goodarzi and/or other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. Specifically, BELMONT paid Ms. Goodarzi and/or other aggrieved employees retention bonuses, holiday differential pay, and/or COVID-19 differential pay. However, in violation of the California Labor Code, BELMONT failed to incorporate all remunerations into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Ms. Goodarzi and/or other aggrieved employees took paid sick leave and received these other forms of pay, BELMONT failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, BELMONT paid Ms. Goodarzi and/or other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

BELMONT's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Goodarzi and/or other aggrieved employees on a company-wide basis in violation of Labor Code 246(l). Ms. Goodarzi and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, BELMONT unlawfully deducted a portion of wages previously paid to Ms. Goodarzi and other aggrieved employees, in violation of California Labor Code section 221. BELMONT would deduct \$8.00 per meal ticket from Ms. Goodarzi's and other aggrieved employees' paychecks, but Ms. Goodarzi and other aggrieved employees did not expressly consent to and authorize the deductions. For example, BELMONT deducted \$8.00 from Ms. Goodarzi's

paycheck for a meal ticket that she did not authorize in writing, and BELMONT's management refused to refund that amount when Ms. Goodarzi brought it to their attention. Thus, BELMONT's policy of deducting the cost of meals from Ms. Goodarzi's and other aggrieved employees' wages without their written authorization constitutes an unlawful deduction of wages in violation of California Labor Code sections 221 and 224.

Ms. Goodarzi and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

At all times relevant herein, BELMONT implemented, on a company-wide basis, an employer-imposed requirement that Ms. Goodarzi and other aggrieved employees undergo mandatory physical examinations, tuberculin ("TB") testing, and/or drug testing, but required them to do so at their own expense. As stated, BELMONT had a company-wide policy requiring that all employees, including Ms. Goodarzi and other aggrieved employees, travel to an authorized medical clinic on their own time and using their own personal vehicles to undergo physical examinations, TB testing, and/or drug testing. BELMONT also required Ms. Goodarzi and other aggrieved employees to make a second trip to the medical facility to obtain their TB test results. At all times, BELMONT were in control of scheduling the date and time for the examinations and/or testing, selecting the provider/clinic where the examinations and/or testing were to take place, and determining the scope of the examinations and/or testing.

For example, Ms. Goodarzi was instructed by BELMONT to travel to BELMONT's designated medical clinic and obtain a physical examination, drug testing, and TB testing. Ms. Goodarzi followed BELMONT's instructions, traveled to the medical clinic authorized by BELMONT, and underwent the physical examination, drug testing, and TB testing. Ms. Goodarzi was required to travel to and from the medical clinic selected by BELMONT using her own vehicle. Ms. Goodarzi followed BELMONT's instructions and drove approximately 50 miles roundtrip to and from the medical clinic designated by BELMONT, and then spent a few hours waiting at the medical clinic and undergoing the requisite treatment and testing. Ms. Goodarzi also made a second trip to the same medical clinic 72 hours later to obtain her TB test results, pursuant to BELMONT's instructions.

However, BELMONT did not compensate Ms. Goodarzi and other aggrieved employees for the time they spent traveling to and from the medical clinics, for the time they spent undergoing the physical examinations, TB testing, and/or drug testing, or reimburse them for the travel expenses they incurred getting to and from the medical clinics. BELMONT's policy and/or not paying for all costs Ms. Goodarzi and other aggrieved employees incurred obtaining mandatory physical examinations, TB testing, and/or drug testing is in violation of California Labor Code section 222.5.

Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, BELMONT had a company-wide policy of requiring Ms. Goodarzi and other aggrieved employees to travel in their own personal vehicles to obtain mandatory physical examinations, TB testing, drug testing, and/or fingerprint-based background checks, but did not reimburse them for their travel expenses, including mileage. For example, Ms. Goodarzi followed BELMONT’s instructions, traveled approximately 50 miles roundtrip using her personal vehicle, and underwent BELMONT’s mandatory physical exam, drug testing, and TB testing, but was not reimbursed for her mileage to and from the medical clinic. BELMONT also required Ms. Goodarzi to make a second trip using her own vehicle to return to the medical clinic 72 hours later and obtain her TB test results. As a further example, Ms. Goodarzi was also required to travel approximately 50 miles roundtrip using her personal vehicle to obtain her mandatory fingerprint-based background check from a Live Scan provider. Although BELMONT required Ms. Goodarzi and other aggrieved employees to undergo physical examinations, TB testing, drug testing, and/or fingerprint-based background checks, BELMONT never reimbursed them for their travel expenses.

In addition, on a company-wide basis, BELMONT failed to provide Ms. Goodarzi and other aggrieved employees with uniform cleaning services or reimburse them for cleaning expenses incurred. During the relevant time period, BELMONT had a company-wide written policy of requiring Ms. Goodarzi and other aggrieved employees to “present our best image at all times in our communities” upon threat of being sent home or disciplined, which forced Ms. Goodarzi and other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. For example, BELMONT required Ms. Goodarzi and other aggrieved employees to wear green t-shirts bearing the “Belmont Village” logo in the upper right side, but only issued Ms. Goodarzi and other aggrieved employees two (2) of the required t-shirts. Ms. Goodarzi typically worked six days per week, and was therefore constantly doing laundry because two (2) shirts could not get her through the workweek. As a result, Ms. Goodarzi and other aggrieved employees incurred additional laundry expenses in order to report to work in BELMONT’s uniforms.

BELMONT could have provided Ms. Goodarzi and other aggrieved employees with the actual tools for use on the job, such as company vehicles or other paid transportation to be used for fulfilling work-related tasks, an adequate number of uniforms, or provided laundering services. Or, BELMONT could have reimbursed employees for the costs of their travel expenses, mileage, and uniform laundering expenses. Instead, BELMONT passed these operating costs off onto Ms. Goodarzi and other aggrieved employees. At all relevant times, Ms. Goodarzi did not earn at least two (2) times the minimum wage.

Thus, BELMONT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code

section 2802. Ms. Goodarzi and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” BELMONT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Goodarzi's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Goodarzi seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Goodarzi, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against BELMONT for violations of California Labor Code sections 201, 202, 203, 204, 221, 222.5, 224, 246, 226(a), 226.7, 227.3, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Goodarzi seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'J. Greene', with a stylized flourish at the end.

Jamie R. Greene

Copy: BELMONT VILLAGE, L.P. (via U.S. Certified Mail); BELMONT VILLAGE ALISO VIEJO CA LP 220 (via U.S. Certified Mail); BELMONT VILLAGE BERKELEY, LLC (via U.S. Certified Mail); BELMONT VILLAGE THOUSAND OAKS CA LP (via U.S. Certified Mail); Kelley M. Fox, Lewis Brisbois Bisgaard & Smith LLP, 633 W. 5th Street, Suite 4000, Los Angeles, CA 90071, Kelley.Fox@lewisbrisbois.com (via U.S. Certified Mail & Electronic Mail)

Exhibit 5

Case Name: Goodarzi

Tuesday, August 9, 2022

Requesting Attorney:

E-Mail

ILYM Contact

E-Mail

Contact Number

Ed Santos

Eduardo.Santos@capstonelawyers.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Estimated Number of Class Members	7,000
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Static Website	Yes
Certified Spanish Translations	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	10	\$1,500.00
Programming of Class Database	Hourly	\$175.00	10	\$1,750.00
				Subtotal
				\$3,250.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	10	\$1,200.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	7	\$490.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	6	\$420.00
Report Processing	Hourly	\$70.00	6	\$420.00
NCOA	Per Piece	\$850.00	1	\$850.00
Toll-Free Customer Support	Flat Fee	\$950.00	1	\$950.00
Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Fee	\$750.00	1	Waived
				Subtotal
				\$6,330.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notices, English & Spanish as Needed	Per Piece	\$1.25	7,000	\$8,750.00
USPS First Class Postage	Per Piece	\$0.55	7,000	\$3,850.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	1,400	\$2,100.00
Storage, Photocopies, Deliveries	Flat Fee	\$315.00	1	\$315.00

Subtotal **\$15,015.00**

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check, Stub & Release - Print & Mail (All Applicable Tax Forms)	Per Check	\$1.00	7,000	\$7,000.00
Check Mailing Postage	Per Piece	\$0.55	7,000	\$3,850.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	1,400	\$2,100.00
Preparation of Taxes	Hourly	\$120.00	20	\$2,400.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

***Additional Bank fees may apply*

Subtotal **\$19,600.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	4	\$400.00
Project Manager Final Reporting	Hourly	\$120.00	4	\$480.00
Process Uncashed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal **\$2,005.00**

Total Case Estimate: **\$46,200.00**

Exhibit 6



**Administration Services Estimate
7,000 Class Member Settlement**

August 4, 2022

Frank Gatto; fgatto@kccllc.com; 310.647.7828

Key Assumptions Used in Estimate Preparation

Size of Class:	7,000 class members
Case Duration:	12 months
# of Electronic, Finalized Data Files Provided (Excel, Access, etc.):	1 file(s)
# of States that Employed Class Members:	1 (CA)
CAFA Notice Required?	No
Claims Processing:	No
Address Searches:	Yes
% of returned notices to be forwarded:	1%
% of returned undeliverable notices:	10%
% of successful address searches:	90%
Media Campaign Required:	No
Translations Required:	Yes (Spanish)
# of Email Campaigns:	N/A
% of emails bounced back ("Bouncebacks"):	N/A
Reminder Mailing:	No
Duration of Claims Filing Period:	N/A
Type of Telephone Support:	Live (Optional)
% of class that will call:	5%
% of callers that will request a Notice Packet:	5%
Duration of Telephone Support:	12 months
Type of Website Support:	Static
Duration of Website Support:	12 months

SUMMARY OF COSTS

Notice Procedures	\$34,120
Disbursements & Tax Reporting	\$16,930
Escheatment	\$6,663
Sub-Total Administration Costs	\$57,713
Plus Estimated Postage*	\$8,400
Total Estimated Cost**	\$66,113
Less Client Courtesy Discount****	(\$12,000)
Total Est. Cost, with Discount**	\$54,113

Please see below for Additional Services.

NOTICE PROCEDURES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Data and Forms Set-up					
- Intake and Process Data, Set up Case Management System		25 hrs	\$160.00	\$4,000	
- Format Document(s)		10 hrs	\$85.00	\$850	
- Translate Documents into Spanish for Website		6,184 words	\$0.37 /word	\$2,300	
Sub-total of Data and Forms Set-up					\$7,150
Print/Mail Notice Packet					
- NCOA Updates		7,000 units		\$250	
¹ 4-page Notice, #10 outbound envelope		7,000 units	\$0.40	\$2,800	
- Print Production Management		10 hrs	\$85.00	\$850	
- Forwarding of Returned Mail with USPS Forwarding Addresses	1%	70 units	\$1.15	\$81	
- Data Entry for Re-mails to New Addresses		70 units	\$0.50	\$35	
- Returned Undeliverable Mail	10%	700 units			
- Handling of Returned Undeliverable Mail		4 hrs	\$85.00	\$340	
Sub-total of Print/Mail Notice Packet					\$4,356
Address Searches/Re-mails					
- Number of Address Searches Performed		700 units	\$1.00	\$700	
- Number of New Addresses Found	90%	630 units			
- Re-mails to Found Addresses		630 units	\$1.15	\$725	
- Staff Time for Address Searches/Re-mails		3 hrs	\$85.00	\$255	
Sub-total of Address Searches/Re-mails					\$1,680
Website Set-up & Maintenance					
- Design & Set up Static Website		10 hrs	\$160.00	\$1,600	
- Domain Registration (5 yrs/Privacy Registration)				\$175	
- Maintenance		6 hrs	\$160.00	\$960	
- Server Space rental		12 mos	\$50.00	\$600	
Sub-total of Website Set-up & Maintenance					\$3,335
Case Management, Opt Out Processing, and Declaration of Notice Procedures					
- Case Management		75 hrs	\$185.00	\$13,875	
- Opt-Out/Objection/ Correspondence - estimated units		250 units			
- Staff Hours for Opt-Out/ Objection/ Correspondence Processing		25 hrs	\$85.00	\$2,125	
- Declaration of Notice Procedures		10 hrs	\$160.00	\$1,600	
Sub-total of Case Management, Opt Out Processing, and Declaration of Notice Procedures					\$17,600
SUB-TOTAL OF NOTICE PROCEDURES					\$34,120



**Administration Services Estimate
7,000 Class Member Settlement**

August 4, 2022

Frank Gatto; fgatto@kccllc.com; 310.647.7828

DISBURSEMENTS & TAX REPORTING	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Funds Management, Obtain Tax ID		10 hrs	\$160.00	\$1,600	
Distribution Calculations & Prep		20 hrs	\$120.00	\$2,400	
Initial Payroll Set-up Fee (Includes 1 state)		1 units	\$575.00	\$575	
Print/Mail Checks w/ Enclosed Form W2		7,000 cks	\$0.75	\$5,250	
Distribution Management		10 hrs	\$290.00	\$2,900	
Returned Undeliverable Checks	1%	70 units			
- Handling of Returned Undeliverable Mail		4 hrs	\$85.00	\$340	
Reissue Checks	1%	70 cks	\$4.50	\$315	
Post-Distribution Follow-up & Reports		15 hrs	\$120.00	\$1,800	
Settlement Fund Tax Returns (annual)		1 yrs	\$1,750.00	\$1,750	
SUB-TOTAL OF DISBURSEMENTS & TAX REPORTING					\$16,930

ESCHEATMENT	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Estimated # of Uncashed Checks	5%	350 units			
Number of States Involved		1 states (CA)			
Accounting & Disbursements					
- Additional Funds Management		10 hrs	\$160.00	\$1,600	
- Print/Mail Due Diligence Letters Pursuant to State Requirements					
- Print/Mail 1-page Letter		350 units	\$1.25	\$438	
- Print Production Management		5 hrs	\$85.00	\$425	
- Re-Issue Checks (batched as able)					
- Staff Hours - Re-Issuing Checks		25 hrs	\$85.00	\$2,125	
- Print/Mail Checks with Enclosed Tax Documents (as necessary)		350 units	\$4.50	\$1,575	
- Report Unclaimed Property to California		1 units	\$500.00	\$500	
- Escheatment - Licensing Fee (annual)				(waived)	
Sub-total of Accounting & Disbursements					\$6,663
SUB-TOTAL OF ESCHEATMENT					\$6,663
SUB-TOTAL ADMINISTRATION COSTS					\$57,713
Plus Estimated Postage*					\$8,400
TOTAL ESTIMATED COST**					\$66,113
LESS CLIENT COURTESY DISCOUNT****					(\$12,000)
TOTAL ESTIMATED COST, WITH DISCOUNT					\$54,113

¹ Due to a global paper shortage, the final pricing will be determined prior to the mailing once final counts are provided, mailing dates are set and paper availability has been confirmed.

OPTIONAL TELEPHONE SUPPORT	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Call Center Support					
- Script Drafting and Management		5 hrs	\$160.00	\$800	
- Monthly Maintenance Fees		12 mos	\$50.00	\$600	
- Estimated # of Calls	5%	350 calls			
- Average Call Duration (minutes)		3 mins			
- Live Operator Line Charges		1,050 mins	\$1.25 /min	\$1,313	
- Long-Form Notice Packet Requests	5%	18 units			
- Fulfill Notice Packet Requests		18 units	\$1.15	\$21	
- Print Production Management		4 hrs	\$85.00	\$340	
SUB-TOTAL OF OPTIONAL TELEPHONE SUPPORT					\$3,073
Plus Estimated Postage*					\$11
Total of Optional Telephone Support, Plus Estimated Postage*					\$3,084

ADDITIONAL SERVICES	RESPONSE RATE	QUANTITY	RATE PER UNIT	ESTIMATED COST	TOTAL
Print/Mail TIN Validation Letters					
- 2-page TIN Validation Letter, #10 Window Envelope		TBD units	\$1.50	TBD	
- Print Production Management		TBD hrs	\$85.00	TBD	
- Staff Hours Processing Responses		TBD hrs	\$85.00	TBD	
- Open/Image Form		TBD units	\$0.60	TBD	
Sub-total of Print/Mail TIN Validation Letters					TBD



**Administration Services Estimate
7,000 Class Member Settlement**

August 4, 2022

Frank Gatto; fgatto@kccllc.com; 310.647.7828

STANDARD HOURLY RATES	RATE PER UNIT
KCC Standard Hourly Rates	
- Principal	\$290.00 /hour
- Director	\$235.00 /hour
- Sr. Manager	\$185.00 /hour
- Manager	\$160.00 /hour
- Supervisor	\$120.00 /hour
- Staff	\$60.00 - \$85.00 /hour

OTHER SERVICES AND OUT-OF-POCKET EXPENSES	RATE PER UNIT
Other Services and Ad Hoc Reporting, as needed or requested	(standard hourly rates)
Other Charges and Out-of-Pocket Costs***	(actual)

* Estimated Postage and Handling.

** Does not include applicable taxes or escheatment services.

*** Includes, but is not limited to long distance calls, overnight shipping, photocopies, storage, PO Box rentals, broker fees, etc.

**** Discount is contingent upon no significant change in the scope of work.

This Class Action Administration Services Estimate and the attached Cost Summary & Scope of Services (together, the "Proposal") are valid for ninety days from 8/4/2022. After such period, KCC reserves the right to amend the Proposal (including, without limitation, by increasing fees and costs) or to withdraw the Proposal in its sole discretion.

All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal and the attached Terms and Conditions (the "Terms of Service"). The estimated fees and charges in the Proposal are based on certain information provided to KCC as well as significant assumptions. Accordingly, this estimate is not intended to limit KCC's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

KCC Class Actions Services, LLC

BY: _____ DATE: _____

TITLE:

Capstone Law APC

BY: _____ DATE: _____

TITLE:

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

4 On **August 22, 2022**, I served the document(s) described as: **SUPPLEMENTAL**
5 **DECLARATION OF RAUL PEREZ IN SUPPORT OF MOTION FOR PRELIMINARY**
6 **APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

7 Jeffrey Ranen
8 Jeffrey.ranen@lewisbrisbois.com
9 Kelley Fox
10 Kelley.Fox@lewisbrisbois.com
11 LEWIS BRISBOIS BISGAARD & SMITH
12 LLP
13 633 West Fifth Street, Suite 4000
14 Los Angeles, CA 90017

Attorneys for Defendant
Belmont Village, L.P.

12 Larry W. Lee (State Bar No. 228175)
13 Lwlee@diversitylaw.com
14 Kristen M. Agnew (State Bar No. 247656)
15 kagnew@diversitylaw.com
16 Nicholas Rosenthal (State Bar No. 268297)
17 nrosenthal@diversitylaw.com
18 DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiffs
Marianita Yadao

19 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
20 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
21 familiar” with this firm’s practice of collection and processing correspondence for
22 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service
23 that same day in the ordinary course of business with postage thereon fully prepaid at
24 Los Angeles, California.

22 ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
23 California, by e-mail delivery on the parties listed herein at their most recent known e-
24 mail address or e-mail of record in this action.

24 ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
25 electronically via One Legal eService to the individuals listed above, as they exist on that
26 database. This will constitute service of the document(s).

26 ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California,
27 by facsimile delivery on the parties listed herein at their most recent fax number of record
28 in this action.

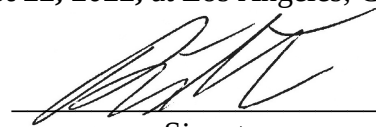
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[] **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **August 22, 2022**, at Los Angeles, California.

Riley McIntire
Type or Print Name


Signature