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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

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

Date: July 20, 2022

Time: 10:30 a.m.

Place: Department 1

Complaint Filed: April 22, 2020

1 **DECLARATION OF RAUL PEREZ**

2 I, Raul Perez, hereby declare as follows:

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

9 **BRIEF OVERVIEW OF THE LITIGATION**

10 2. On April 22, 2020, Plaintiff Fatima Goodarzi filed this putative class and PAGA action  
11 on behalf of herself and all current and former non-exempt, hourly employees employed by Defendant  
12 Belmont Village, L.P. (“Defendant” or “BV”) in the State of California asserting claims for: (1) unpaid  
13 overtime, (2) unpaid minimum wages, (3) failure to provide meal periods, (4) failure to authorize and  
14 permit rest periods, (5) non-compliant wage statements and failure to maintain payroll records, (6) wages  
15 not timely paid upon termination, (7) failure to timely pay wages during employment, (8) unreimbursed  
16 business expenses, (9) unlawful business practices, and (10) unfair business practices. On May 29, 2020,  
17 Defendant removed this case to federal court.

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

23 4. Based on information and belief, on June 8, 2020, Plaintiff Marianita Yadao filed a class  
24 action Complaint in the Los Angeles County Superior Court alleging class action claims on behalf of  
25 herself and all current and former non-exempt, hourly employees employed by Defendant in the State of  
26 California asserting claims for: (1) failure to provide meal periods, (2) failure to authorize and permit rest  
27 periods, (3) failure to provide accurate itemized wage statements, (4) wages not timely paid upon  
28 termination, (5) unfair business practices, and (6) PAGA. Based on information and belief, on July 17,

1 2020, Defendant removed this case to federal court.

2 5. On August 10, 2020, the U.S. District Court to which the Actions were assigned granted  
3 the parties' stipulation to consolidate the Actions for all purposes. On March 29, 2022, the Actions were  
4 remanded back to this Court.

5 **THE PARTIES SETTLED AFTER MEDIATION**

6 6. On February 23, 2022, the Parties participated in full-day mediation with Mr. Ross, an  
7 experienced mediator of wage and hour class actions. Mr. Ross helped to manage the Parties'  
8 expectations and provided a useful, neutral analysis of the issues and risks to both sides. With Mr. Ross's  
9 guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs' claims. The  
10 terms of the settlement are now set forth in complete and final form in the Joint Stipulation of Class  
11 Action Settlement and Release, attached as Exhibit 1. At all times, the Parties' negotiations were  
12 adversarial and non-collusive. The Settlement therefore constitutes a fair, adequate, and reasonable  
13 compromise of the claims at issue.

14 **PLAINTIFFS' COUNSEL CONDUCTED A THOROUGH INVESTIGATION OF THE FACTUAL AND LEGAL**  
15 **ISSUES AND WERE THUS ABLE TO OBJECTIVELY ASSESS THE SETTLEMENT'S REASONABLENESS**

16 7. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal issues  
17 implicated by Plaintiffs' claims, and were able to objectively assess the settlement's reasonableness. For  
18 example, prior to filing their respective actions, Ms. Goodarzi contacted Capstone to discuss the factual  
19 bases for pursuing an action against Defendant for Labor Code violations. Ms. Goodarzi was intimately  
20 familiar with Defendant's labor policies and practices, and over the course of multiple interviews,  
21 knowledgeably summarized those policies and practices to Capstone's attorneys. During those  
22 conversations, she explained how the policies and practices were instituted and provided valuable insight  
23 into how they gave rise to the alleged Labor Code violations. Based on these interviews, Capstone's  
24 attorneys determined that there were legally sufficient grounds for pursuing an action against Defendant.

25 8. In preparation for drafting Ms. Goodarzi's complaint, Capstone's attorneys conducted  
26 their own preliminary investigation into the factual bases for Ms. Goodarzi's claims, which entailed,  
27 *inter alia*, a careful examination of her employment records. Capstone's attorneys also prepared a  
28 detailed letters to notify the LWDA of Ms. Goodarzi's intent to seek civil penalties and other available

1 relief recoverable under PAGA for Labor Code violations. Significant research and effort were expended  
2 to prepare a PAGA notice that was consistent with the developing legal requirements so as to withstand  
3 any challenge from Defendant regarding the notice's sufficiency.

4 9. In response to Plaintiffs' evidentiary requests, Plaintiffs' Counsel received a  
5 considerable amount of documents and data, including employee demographic data, Plaintiffs' and Class  
6 Members' timekeeping and payroll records from April 22, 2016 to March 27, 2021, and Defendant's  
7 written labor policies manuals which covered a broad range of topics including, *inter alia*, employee  
8 clock-in policies and procedures, attendance policies, meal periods/rest periods, overtime & premium  
9 pay, etc. The document and data exchanges allowed Plaintiffs' Counsel to fully assess the nature and  
10 magnitude of the claims being settled, as well as the impediments to recovery, and ultimately enabled  
11 Plaintiffs' Counsel so as to make an independent assessment of the reasonableness of the settlement's  
12 terms.

13 10. In summary, Plaintiffs' Counsel performed a thorough investigation into the claims at  
14 issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and class  
15 representatives through interviews, background investigations, and analyses of their employment files  
16 and related records; (2) evaluating all of Plaintiffs' potential representative claims; (3) researching similar  
17 wage and hour class actions as to the claims brought, the nature of the positions, and the type of  
18 employer; (4) analyzing Class Members' time and wage records; (5) reviewing Defendant's  
19 employment policies and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiffs'  
20 claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief;  
21 and (9) participating in the mediation.

22 11. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,  
23 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in the  
24 Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class Members in  
25 light of all known facts and circumstances, including the risk of significant delay and uncertainty  
26 associated with litigation, and various defenses asserted by Defendant.

27 **THE PROPOSED SETTLEMENT FULLY RESOLVES PLAINTIFFS' CLAIMS**

28 12. **Composition of the Settlement Class:** The proposed Settlement Class consists of all

1 current and former non-exempt, hourly employees employed by Defendant in the State of California at  
2 any time between April 22, 2016 and May 24, 2022. (Settlement Agreement ¶ 5.) There are  
3 approximately 7,000 Class Members.

4 13. **Settlement Consideration:** Plaintiffs and Defendant have agreed to settle the  
5 underlying class claims in exchange for the Gross Settlement Amount of \$3,250,000. The Gross  
6 Settlement Amount includes: (1) automatic payments to all Participating Class Members—meaning, all  
7 Class Members except those who submit timely and valid Requests for Exclusion—from the Net  
8 Settlement Fund; (2) \$1,083,333 in attorneys’ fees (i.e., one-third of the common fund) and up to  
9 \$30,000 in litigation costs to Plaintiffs’ Counsel; (3) Settlement Administration Costs of approximately  
10 \$45,000; (4) a \$75,000 payment to the LWDA and a \$25,000 payment to PAGA Members; and (5)  
11 Class Representative Enhancement Payments of \$10,000, each, for Plaintiffs’ service on behalf of the  
12 Settlement Class, the risks they took in bringing their representative claims, and for general releases of all  
13 claims arising out of their employment with Defendant. (Settlement Agreement ¶¶ 32-36.)

14 14. Subject to the Court approving Attorneys’ Fees and Costs, Settlement Administration  
15 Costs, the payment to the LWDA, and the Class Representative Enhancement Payments, the Net  
16 Settlement Fund will be distributed to Participating Class Members in full. (Settlement Agreement ¶ 38.)

17 15. **Formula for Calculating Payments from the Net Settlement Fund:** Defendant will  
18 calculate the total number of Workweeks worked by each Class Member during the Class Period and the  
19 aggregate total number of Workweeks worked by all Class Members during the Class Period. To  
20 determine each Class Member’s estimated “Individual Settlement Payment” from the Net Settlement  
21 Fund, the Settlement Administrator will use the following formula:

- 22 • The Net Settlement Fund will be divided by the aggregate total number of Workweeks,  
23 resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement  
24 Payment” will be calculated by multiplying each individual Class Member’s total  
25 number of Workweeks by the Workweek Value.
- 26 • The Individual Settlement Payment will be reduced by any required deductions for each  
27 Participating Class Member as specifically set forth herein, including employee-side tax  
28 withholdings or deductions. The entire Net Settlement Fund will be disbursed to all

Class Members who do not submit timely and valid Requests for Exclusion.

- If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

(Settlement Agreement ¶ 40(a).)

16. Given that there are approximately 7,000 Class Members, the average net recovery will be approximately \$280. This average net recovery is significantly greater than many other wage and hour class action settlements approved by California state and federal courts. *See, e.g., Sandoval v. Nissho of Cal., Inc.*, Case No. 37-2009-00091861 (San Diego County Super. Ct.) (average net recovery of approximately \$145); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal.) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal.) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20); *Jones v. Bath & Body Works, Inc.*, No. 2:13-cv-05206-FMO-AJW (C.D. Cal.) (average net recovery of approximately \$50); and *Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80).

17. **Formula for Calculating Payments from the PAGA Fund:** Defendant will calculate the total number of Workweeks worked by each PAGA Member during the 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 "Individual Settlement Payment," the Settlement Administrator will use the following formula:

- The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting

in the “PAGA Workweek Value.”

- Each PAGA Member’s “Individual Settlement Payment” will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value.
- The entire PAGA Fund will be disbursed to all PAGA Members.

(Settlement Agreement ¶¶ 40(b).)

18. **Release by the Settlement Class:** In exchange for the Gross Settlement Amount, Plaintiffs and Participating Class Members will agree to release the Released Class Claims during the Class Period:

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.

(Settlement Agreement ¶¶ 24, 52.)

19. **Release by PAGA Members:** In exchange for the PAGA Settlement Amount, Plaintiffs and PAGA Members will agree to release the Released PAGA Claims during the PAGA Period:

All claims for violations of California Labor Code §§ 2698, et seq. (PAGA) based on all alleged violations of the California Labor Code set forth in Paragraph 24 above, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

(Settlement Agreement ¶¶ 25, 53.)

#### CAPSTONE LAW APC FIRM PROFILE

20. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues.

1           21.     In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer*  
2     Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case  
3     *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of  
4     California workers to bring representative actions under the Labor Code Private Attorneys General Act  
5     (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

6           22.     Recognized as a leading firm in the prosecution of PAGA enforcement actions,  
7     Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior*  
8     *Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision  
9     before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v.*  
10    *Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully  
11    argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

12          23.     Capstone has made important contributions to consumer protection law. In *McGill v.*  
13    *Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the  
14    right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and  
15    that consumers need not satisfy class certification requirements to enjoin unfair business practices on  
16    behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed  
17    a denial of class certification, making law that clarified the use of “benefit of the bargain” damages  
18    models in consumer class actions.

19          24.     Capstone served as class counsel in a number of significant wage and hour settlements,  
20    including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case  
21    No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v.*  
22    *Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of  
23    pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour*  
24    *Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an  
25    \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

26          25.     Capstone has an established practice in automotive defect class actions and is currently  
27    appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.  
28    16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.*,

1 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

2           26.       Capstone has settled over 100 high-stakes class and representative actions. Capstone's  
3 settlements have directly compensated hundreds of thousands of California workers and consumers.  
4 Capstone's actions have also forced employers to modify their policies for the benefit of employees,  
5 including changing the compensation structure for commissioned employees and changing practices to  
6 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA  
7 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of  
8 California.

9           27.       The following is a representative sample of Capstone's settlements:

- 10                   a.       *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-  
11 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of  
12 approximately 150,000 personal bankers, tellers, sales associates, and  
13 assistant branch manager trainees for wage and hour violations;
- 14                   b.       *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash  
15 payments and unique buyback program for nearly 2 million consumers;
- 16                   c.       *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross  
17 settlement of \$10 million on behalf of over 19,000 non-exempt  
18 PetSmart employees for wage and hour violations;
- 19                   d.       *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross  
20 settlement of \$9 million on behalf of approximately 1,200 pharmacists  
21 for wage and hour violations;
- 22                   e.       *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura  
23 Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig  
24 workers for sleep time and other wage violations;
- 25                   f.       *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super.  
26 Ct.): gross settlement of \$5.7 million on behalf of approximately 650  
27 sales representatives;
- 28                   g.       *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino

1 Super. Ct.): gross settlement of \$5.5 million for approximately 5,500  
2 non-exempt employees.

3 h. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of  
4 \$5.4 million in a case alleging FCRA violations;

5 i. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.):  
6 gross settlement of \$5 million on behalf of over 12,000 nonexempt  
7 employees;

8 j. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP  
9 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt  
10 employees;

11 k. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross  
12 settlement of nearly \$5 million on behalf of over 100,000 non-exempt  
13 workers for meal break and wage statement claims;

14 l. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.):  
15 gross settlement of nearly \$5 million on behalf of 2,700 non-exempt  
16 employees following contested certification;

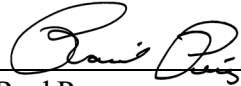
17 m. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529  
18 (C.D. Cal.): Settlement providing complementary repairs of oil  
19 consumption defect, reimbursement for repairs, and extended warranty  
20 coverage of certain Audi vehicles valued at over \$20 million;

21 n. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.):  
22 Settlement providing complimentary electric vehicle charging cards and  
23 extending warranty coverage for the electric battery on the Nissan Leaf  
24 valued at over \$10 million.

25 28. Attached as Exhibit 2 is a true and correct copy of Capstone's firm resume.  
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of June, 2022, at Los Angeles, California.

  
\_\_\_\_\_  
Raul Perez

# Exhibit 1

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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

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

Case No. 20STCV22064

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2 Kristen M. Agnew (State Bar No. 247656)  
3 Nicholas Rosenthal (State Bar No. 268297)  
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9 Attorneys for Plaintiff Marianita Yadao

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21 Attorneys for Defendant Belmont Village, L.P.

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## JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This 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.

4. On August 10, 2020, the U.S. District Court to which the Actions (as defined below)

1 were assigned granted the parties' stipulation to consolidate the Actions for all purposes.

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

6 6. Pursuant to the terms of the Agreement, the Parties will file a stipulation to remand the  
7 Actions to the Superior Court of California, County of Los Angeles.

### 8 **DEFENDANT'S DENIAL OF LIABILITY OR WRONGDOING**

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

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

### 17 **CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF** 18 **SETTLEMENT**

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

1 Class.

2 **TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

3 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the  
4 Class Representatives, for themselves and on behalf of all others similarly situated to them and as  
5 defined below, on the one hand, and Defendant on the other hand, with the assistance of their respective  
6 counsel of record, that, as among the Settlement Class and PAGA Members (as defined below), the  
7 Actions, the Released Class Claims, and the Released PAGA Claims shall be finally and fully  
8 compromised, settled, and released, subject to the terms and conditions of this Settlement Agreement.  
9

10 **DEFINITIONS**

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

13 1. "Actions" means *Fatima Goodarzi v. Belmont Village, L.P.* (Los Angeles County  
14 Superior Court Case No. 20STCV15572, U.S. District Court Case No. 2:20-cv-04827-GW-AS) and  
15 *Marianita Yadao v. Belmont Village, L.P.*, (Los Angeles County Superior Court Case No.  
16 20STCV22064, U.S. District Court Case No. 2:20-cv-06403-GW-AS).

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

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

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

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

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

15          7.       “Class Representative Enhancement Payments” means the amounts to be paid to  
16 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,  
17 and for their general release of claims. Subject to the Court granting final approval of this Settlement  
18 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of  
19 Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) each.

20          8.       “Court” means the Los Angeles County Superior Court.

21          9.       “Defendant” means Defendant Belmont Village, L.P.

22          10.       “Final Effective Date” means the later in time of: (i) thirty (30) calendar days after entry  
23 of the order of final approval and Judgment, if no objections to final approval were made and there is no  
24 filing of a motion to intervene or a motion to set aside and vacate the Judgment or notice of appeal; (ii) if  
25 objections to final approval were made, or a motion to intervene or motion to set aside and vacate the  
26 class Judgment is filed, ten (10) calendar days after the expiration of time to appeal the Judgment and  
27 rulings on the foregoing motions, with no timely appeal filed; (iii) if an appeal or other effort to obtain  
28 review has been initiated, ten (10) calendar days after the date after such appeal or other review has been

1 finally concluded, affirming final approval, and is no longer subject to review.

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

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

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

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

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

1           16.     “Notice Packet” means the Notice of Class Action Settlement, substantially in the form  
2 attached as Exhibit A.

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

6           18.     “PAGA Period” means the period from May 4, 2019 and the earlier of May 24, 2022 or  
7 the date of Preliminary Approval.

8           19.     “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to  
9 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with  
10 Plaintiffs’ claim under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,  
11 “PAGA”) (“PAGA Settlement”). The Parties have agreed that One Hundred Thousand Dollars  
12 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to  
13 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA  
14 Settlement Amount will be paid to the LWDA (“Labor and Workforce Development Agency  
15 Payment”), and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$25,000), of the PAGA  
16 Settlement will be disbursed to the PAGA Members, regardless of whether they request to be excluded  
17 from the Settlement Class.

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

19           21.     “Participating Class Members” means all Class Members who do not submit timely and  
20 valid Requests for Exclusion.

21           22.     “Plaintiffs” means Plaintiffs Fatima Goodarzi and Marianita Yadao.

22           23.     “Preliminary Approval” means the date on which the Court enters an order granting  
23 preliminary approval of the Settlement Agreement.

24           24.     “Released Class Claims” shall include, but not be limited to, all claims for the failure to  
25 pay minimum wages, failure to pay overtime wages, failure to provide meal periods and pay meal period  
26 premiums, failure to authorize and permit rest periods and failure to pay rest period premiums, failure to  
27 pay timely all wages due upon separation of employment (which attaches to all claims for unpaid wages  
28 which are known or unknown, under any theory of liability, whether for off-the-clock work,

1 interruptions of meal and rest periods, calculation of the regular rate of pay, and sick pay), failure to pay  
2 timely wages during employment, failure to provide accurate itemized wage statements, failure to keep  
3 requisite payroll records, failure to reimburse necessary business expenses, violation of Business and  
4 Professions Code § 17200, failure to pay sick and vacation pay, and violations of Labor Code §§ 200,  
5 201, 202, 203 (derivative of any known or unknown unpaid wages theory), 204, 218.5, 221, 226(a)  
6 (derivative of any known or unknown unpaid wages theory), 226.7, 227.3, 246, 246.5, 247.5, 248.5, 510,  
7 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802, Code of Civil Procedure § 1021.5, and  
8 applicable IWC Wage Orders.

9 25. “Released PAGA Claims” means all claims for violations of California Labor Code §§  
10 2698, *et seq.* (PAGA) based on all alleged violations of the California Labor Code set forth in Paragraph  
11 24 above, including claims for unpaid wages, off-the-clock work, vacation pay, and sick pay.

12 26. “Released Parties” shall include Defendant and: (i) any direct or indirect parents,  
13 subsidiaries, divisions, affiliates, and related entities of Defendant; (ii) any predecessors, successors, or  
14 assigns of any of the foregoing (i); and (iii) any past, present, or future employees, officers, directors,  
15 affiliates, partners, joint venturers, coventurers, licensors, licensees, principals, members, managers,  
16 managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers,  
17 trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the  
18 foregoing (i)-(ii) in his, her, or its capacity as such.

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

25 28. “Response Deadline” means the deadline by which Class Members must postmark or  
26 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the  
27 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement  
28 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of

the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

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

30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action 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

1 the employer's share of payroll taxes separately. After the Final Effective Date, the Gross Settlement  
2 Amount will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class  
3 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement  
4 Administration Costs. Defendant will deposit the Gross Settlement Amount within fourteen (14)  
5 calendar days after the Final Effective Date ("Funding Date"). Defendant will fund its share of the  
6 payroll taxes directly to the Settlement Administrator.

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

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

22 35. Settlement Administration Costs. The Settlement Administrator will be paid for the  
23 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
24 Settlement Amount, which is currently estimated to be Forty-Five Thousand Dollars (\$45,000). These  
25 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax  
26 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing  
27 Notice Packets in English and Spanish, calculating and distributing the Gross Settlement Amount, and  
28 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.

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

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

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

40(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the 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 "Individual Settlement Payment" from 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

1 Workweeks, resulting in the “Workweek Value.” Each Class Member’s  
2 “Individual Settlement Payment” will be calculated by multiplying each  
3 individual Class Member’s total number of Workweeks by the Workweek  
4 Value. The Individual Settlement Payment will be reduced by any required  
5 deductions for each Participating Class Member as specifically set forth  
6 herein, including employee-side tax withholdings or deductions. The entire  
7 Net Settlement Fund will be disbursed to all Class Members who do not  
8 submit timely and valid Requests for Exclusion. If there are any valid and  
9 timely Requests for Exclusion, the Settlement Administrator shall  
10 proportionately increase the Individual Settlement Payment for each  
11 Participating Class Member according to the number of Workweeks  
12 worked, so that the amount actually distributed to the Settlement Class  
13 equals 100% of the Net Settlement Fund.

14 40(b) Payments from the PAGA Fund. Defendant will calculate the total number  
15 of Workweeks worked by each PAGA Member during the PAGA Period  
16 and the aggregate total number of Workweeks worked by all PAGA  
17 Members during the PAGA Period. To determine each PAGA Member’s  
18 estimated “Individual Settlement Payment,” the Settlement Administrator  
19 will use the following formula: The PAGA Fund will be divided by the  
20 aggregate total number of Workweeks, resulting in the “PAGA Workweek  
21 Value.” Each PAGA Member’s “Individual Settlement Payment” will be  
22 calculated by multiplying each individual PAGA Member’s total number of  
23 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will  
24 be disbursed to all PAGA Members.

25 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
26 Participating Class Members under this Settlement, as well as any other payments made pursuant to this  
27 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any  
28 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)

1 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.

2 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,  
3 or amounts to which any Class Members may be entitled under any benefit plans.

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

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

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

12 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
13 Administrator will perform a search based on the National Change of Address Database for information  
14 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the  
15 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly  
16 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
17 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is  
18 provided, the Settlement Administrator will promptly attempt to determine the correct address using a  
19 skip-trace, or other search using the name, address and/or Social Security number of the Class Member  
20 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed  
21 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar  
22 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a  
23 Notice of Objection to the Settlement.

24 46. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet  
25 will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's  
26 principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of  
27 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class  
28 Period and PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual

1 Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which  
2 comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion  
3 or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Requests  
4 for Exclusion, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

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

12 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
15 receiving the defective submission to advise the Class Member that his or her submission is defective  
16 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
17 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,  
18 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for  
19 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

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

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

proportionate increase in Gross Settlement Amount).

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

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

53. Releases by PAGA Members. Upon the Funding Date, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

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

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

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

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

12 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days  
13 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class  
14 Members and PAGA Members; (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement  
15 Administrator will also issue a payment to itself for Court-approved services performed in connection  
16 with the Settlement.

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

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

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

28 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator

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

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

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

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
3 AGREEMENT.

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

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

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

25 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
26 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
27 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the  
28 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)

1 the Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the Labor  
2 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final  
3 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class  
4 Counsel will be responsible for drafting the Motion for Final Approval and all documents necessary to  
5 obtain final approval, and will allow defense counsel a reasonable opportunity to comment and have  
6 input on said motion, particularly as to information that Defendant considers confidential, proprietary, or  
7 trade secret. Class Counsel will also be responsible for drafting the attorneys' fees and costs application  
8 to be heard at the final approval hearing.

9 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
10 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its  
11 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of  
12 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
13 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or  
14 as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement  
15 Administrator's website.

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

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

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

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

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

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

28 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 **READ CAREFULLY BEFORE SIGNING**

17 **PLAINTIFF**

18 Dated: 4/4/2022

DocuSigned by:  
Fatima Goodarzi  
369D902D3D00407  
19 Fatima Goodarzi

20  
21  
22 Dated: 4/4/2022

PLAINTIFF  
Marianita Yadao  
23

24  
25  
26 Dated: 4/11/2022

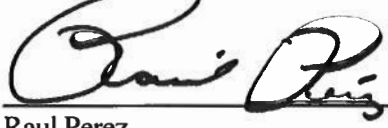
27 **DEFENDANT**

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

1 **APPROVED AS TO FORM:**

2 **CAPSTONE LAW APC**

3  
4 Dated: April 4, 2022

By: 

Raul Perez

Attorneys for Plaintiff Fatima Goodarzi

6  
7 **DIVERSITY LAW GROUP, APC**

8  
9 Dated: April 5, 2022

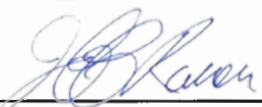
By: 

Larry Lee

Attorneys for Plaintiff Marianita Yadao

11  
12 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

13  
14 Dated: April 11, 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.

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/](http://www.lacourt.org/lacc/)). A prescheduled appointment is currently necessary to review any 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.

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;<sup>1</sup> (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 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.

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 \$\_\_\_\_\_.

---

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

**Payments from PAGA Fund.** Defendant will calculate the total number of Workweeks worked by each PAGA Member from 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 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) based on all alleged violations of the California Labor Code set forth in the Released Class Claims above, 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

## FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty-five seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

## SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

## PROFESSIONAL BIOGRAPHIES

### Partners

**Rebecca Labat.** Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

**Raul Perez.** Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4<sup>th</sup> 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

**Melissa Grant.** Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

**Ryan H. Wu.** Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

**Robert Drexler.** Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims

such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

**Jamie Greene.** Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

**Bevin Allen Pike.** Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

#### **Senior Counsel**

**Brandon Brouillette.** Brandon Brouillette is a senior counsel with Capstone Law, where his practice focuses on representing employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Brouillette's entire legal career has been devoted to representing individual and class representative plaintiffs against large corporate entities. Prior to joining Capstone, he served as an associate at Boucher LLP where he managed the firm's wage-and-hour class actions. He earned his Juris Doctor from Loyola Law School, Los Angeles, where he spent a summer interning for the legal clearance and corporate legal departments at Warner Bros. He received his undergraduate degree from the University of Southern California, where he majored in Business Administration and spent a semester abroad in Budapest, Hungary. In 2016, Brandon was selected as one of Super Lawyers' "Rising Stars" in Southern California.

**Theresa Carroll.** Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

**Liana Carter.** Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

**Anthony Castillo.** Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

**Molly DeSario.** Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

**Helga Hakimi.** Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

**Daniel Jonathan.** Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

**Jonathan Lee.** A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

**Mark A. Ozzello.** Mark A. Ozzello is a senior counsel with Capstone Law. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

**Cody Padgett.** A senior counsel at Capstone Law, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

**Eduardo Santos.** Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

**Mao Shiokura.** Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-

and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

**John Stobart.** John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

**Roxanna Tabatabaee pour.** Roxanna Tabatabaee pour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaee pour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaee pour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

**Orlando Villalba.** Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

**Tarek Zohdy.** A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

### **Associates**

**Tyler Anderson.** Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

**Sairah Budhwani.** Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

**Laura Goolsby.** Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

**Joseph Hakakian.** Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney's Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

**Ninel Kocharyan.** Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

**Alexander Lima.** Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

**Trisha Monesi.** Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

**Jezzette Ron.** Jezzette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in



compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

#### **OUTREACH AND EDUCATION**

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal ([www.impactlitigation.com](http://www.impactlitigation.com)). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

**PROOF OF SERVICE**

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

On **June 24, 2022**, I served the document(s) described as: **DECLARATION OF RAUL PEREZ IN SUPPORT OF MOTION FOR PRELIMINARY 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:

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Marianita Yadao

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

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

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

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

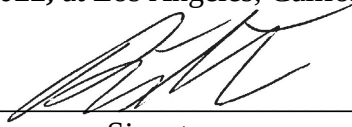
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[ ] **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

[ ] **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 **June 24, 2022**, at Los Angeles, California.

Riley McIntire  
Type or Print Name

  
Signature