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on behalf of themselves and all others similarly situated

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LLC, LITTLE RUBY SM, LLC and NICHOLAS MATHERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARSEN VASQUEZ, DARLA
MENDENHALL, YVETTE GREGORY and
LIZBETH SANCHEZ, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

KINGSWOOD LLC., a California limited
liability company; PELICAN, LLC, a
California limited liability company;
ELEPHANTE LAGUNA LLC, a California
limited liability company; LITTLE RUBY
SM, LLC, a California limited liability
company; NICHOLAS MATHERS, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20STCV32123

[Assigned to the Hon. Amy D. Hogue in
Dept. 7]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: August 21, 2020
Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Arsen Vasquez, (“Plaintiff Vasquez”), plaintiff Darla Mendenhall, (“Plaintiff Mendenhall”),
4 plaintiff Yvette Gregory, (“Plaintiff Gregory”), and plaintiff Lizbeth Sanchez (“Plaintiff
5 Sanchez”) (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class, on the
6 one hand; and defendant Kingswood LLC. (“Kingswood”), Pelican, LLC (“Pelican”), Elephante
7 Laguna LLC (“Elephante”), Little Ruby SM, LLC (“Little Ruby”) and Nicholas Mathers
8 (collectively, “Defendants”), on the other hand; in the lawsuit entitled *Vasquez, et al. v.*
9 *Kingswood LLC, et al.* filed in Los Angeles County Superior Court, Case No. 20STCV32123
10 (the “Action”). Plaintiffs and Defendants shall be, at times, collectively referred to as the
11 “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve,
12 discharge and settle the claims as set forth herein, based upon and subject to the terms and
13 conditions of this Agreement.

14 **1. DEFINITIONS**

15 **A. “Action”** means *Vasquez, et al. v. Kingswood LLC, et al.* filed in Los Angeles
16 County Superior Court, Case No. 20STCV32123.

17 **B. “Aggrieved Employees”** means Class Members working for Defendants during
18 the PAGA Period as non-exempt, hourly-paid employees.

19 **C. “Class Counsel”** means: David D. Bibiyan, Diego Aviles, and Sara Ehsani-Nia
20 of Bibiyan Law Group, P.C, as well as Damian D. Capozzola and Tim Laquer of The Law Offices
21 of Damian D. Capozzola. The term “Class Counsel” shall be used synonymously with the term
22 “Plaintiffs’ Counsel”.

23 **D. “Class Period”** means the period from February 23, 2016 through September 29,
24 2021.

25 **E. “Court”** means the Superior Court of the State of California for the County of
26 Los Angeles.

27 **F. “Final Approval Date”** means “the date that the judgment or order is final and
28 appealable and either (a) no appeal, motion, or petition to review or intervene has been taken

1 with respect to the judgment or order as of the date on which all times to appeal, move, or petition
2 to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene
3 or other review proceeding of the judgment or order has been commenced, such appeal, motion
4 or petition to intervene or other review is finally concluded and no longer is subject to review by
5 any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en
6 banc, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally
7 resolved in such manner that affirms the judgment or order in its entirety.”

8 **G. “Defendants”** shall refer to defendants Kingswood, Pelican, Elephante, Little
9 Ruby and Nicholas Mathers.

10 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
11 the wage portions of the Individual Settlement Payments under the Federal Insurance
12 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
13 and contributions required of employers, such as for unemployment insurance.

14 **I. “General Release”** means the general release of claims by Plaintiffs, set forth in
15 Paragraph 7(B), which is in addition to their limited release of claims as Participating Class
16 Members.

17 **J. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Eight
18 Hundred Thousand Dollars and Zero Cents (\$800,000.00),¹ which shall be paid by Defendants,
19 from which all payments for the Individual Settlement Payments to Participating Class Members
20 and the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and
21 expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA
22 Payment, and the LWDA Payment shall be paid. This is the gross amount Defendants can be
23 required to pay under this Settlement Agreement. It expressly excludes Employer Taxes, which
24 shall be paid by Defendants separate and apart from the Gross Settlement Amount.

25 **K. “Individual PAGA Payment”** means a payment made to an Aggrieved
26 Employee of his or her share of the PAGA Payment, which may be in addition to his or her
27 Individual Settlement Share.

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¹ As the same may be increased in accordance with Paragraph 18, below.

1 **L. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount.

3 **M. “Individual Settlement Share”** means the gross amount of the Net Settlement
4 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks
5 that he or she worked as a Settlement Class Member during the Class Period if he or she does not
6 submit a timely and valid Request for Exclusion.

7 **N. “Individual PAGA Payment”** is the pro-rata amount payable to an Aggrieved
8 Employee from the LWDA Payment (i.e. \$7,500), which would be in addition to their Individual
9 Settlement Share.

10 **O. “LWDA”** means the State of California Labor and Workforce Development
11 Agency.

12 **P. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
13 (75%) share of the total amount allocated toward penalties under the PAGA, all of which is to be
14 paid from the Gross Settlement Amount. The Parties have agreed that Thirty Thousand Dollars
15 and Zero Cents (\$30,000.00) shall be allocated toward PAGA penalties, of which Twenty-two
16 Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be paid to the LWDA (*i.e.*,
17 the LWDA Payment) and Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00)
18 will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the
19 PAGA Period, as further set out herein.

20 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
21 that is available for distribution to the Participating Class Members after deductions for the Court-
22 approved allocations for Settlement Administration Costs, a Service Award to Plaintiffs, an
23 award of attorneys’ fees to Class Counsel, reimbursement of litigation costs and expenses to
24 Class Counsel, the LWDA Payment, and the PAGA Payment.

25 **R. “Operative Complaint” or “Complaint”** means the Complaint Plaintiffs filed
26 with the Court in this case on August 21, 2020.

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1 **S. “PAGA Payment”** is the \$7,500 payment payable to Aggrieved Employees,
2 which would be in addition to their Individual Settlement Share so long as they do not opt out of
3 the Settlement.

4 **T. “PAGA Period”** means the period from June 10, 2019 through September 29,
5 2021 or the Preliminary Approval Date, whichever occurs first.

6 **U. “PAGA Released Claims”** means all allegations and claims for civil penalties
7 under California Labor Code sections 210, 226.3, 558, 558.1, 1197.1 and 2699 predicated upon
8 the Labor Code violations that were asserted in the Action or PAGA Notice as well as any
9 potential penalties, interest or attorneys’ fees associated with these violations or claims under
10 California law.

11 **V. “Participating Class Members”** means all Settlement Class Members who do
12 not submit a timely and valid Request for Exclusion.

13 **W. “Participating Individual Settlement Share”** means the gross amount of the Net
14 Settlement Amount that a Participating Class Member is eligible to receive based on the number
15 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
16 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
17 may be entitled if he or she is also an Aggrieved Employee.

18 **X. “Plaintiffs,” “Named Plaintiffs,” or “Class Representatives”** shall refer to
19 plaintiffs Arsen Vasquez, Darla Mendenhall, Yvette Gregory, and Lizbeth Sanchez.

20 **Y. “Preliminary Approval Date”** means the date on which the Court enters an
21 Order granting preliminary approval of the Settlement.

22 **Z. “Qualified Settlement Fund or QSF”** means a fund within the meaning of
23 Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Settlement
24 Administrator for the benefit of Participating Class Members, Plaintiff and Class Counsel.

25 **AA. “Released Parties”** shall mean Defendants, and any of their former and present
26 parent companies, subsidiaries, affiliates (including but not limited to Kingswood, LLC (dba The
27 Eveleigh), The Pelican, LLC (dba Elephante), Little Ruby SM, LLC (dba Little Ruby’s), Thanks
28 Mate, Inc. and Ruby’s 3rd St., LLC (dba Kassi Club) and Nicholas Mathers), and all of their past

1 and present owners, stockholders, joint venturers, managers, officers, directors, employees,
2 partners, agents, successors, predecessors, related entities, transferees, fiduciaries, registered
3 representatives, attorneys, insurers, real or alleged alter egos, executors, administrators, assigns
4 or legal representatives.

5 **BB. “Released Claims”** refers to the claims released in Paragraph 8(A) of this
6 Agreement.

7 **CC. “Response Deadline”** means the deadline for Settlement Class Members to mail
8 any Requests for Exclusion, objections, or Workweek Disputes to the Settlement Administrator,
9 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
10 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
11 such an instance, the Class Member shall have fifteen (15) days from the re-mailing, or forty-
12 five (45) days from the date of the initial mailing, whichever is later, in which to postmark a
13 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
14 exclusive means for determining whether a Request for Exclusion, objection, or Workweek
15 Dispute was submitted by the Response Deadline.

16 **DD. “Request for Exclusion”** means a written request to be excluded from the
17 Settlement Class pursuant to Paragraph 9(C) below.

18 **EE. “Service Award”** means monetary amounts to be paid to Plaintiffs (each of them)
19 of up to Five Thousand Dollars and Zero Cents (\$5,000.00), which subject to Court approval,
20 will be paid out of the Gross Settlement Amount.

21 **FF. “Settlement Administration Costs”** means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, translating the
23 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
24 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, and
25 Individual PAGA Payments, as well as associated taxes and withholdings, providing
26 declarations, generating Individual Settlement Payment checks and related tax reporting forms,
27 doing administrative work related to unclaimed checks, transmitting payment to Class Counsel
28 for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and

1 expenses, to Plaintiffs for their Service Award, and to the LWDA for the LWDA Payment,
2 providing weekly reports of opt-outs, objections and related information, and any other actions
3 of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this
4 Agreement. The Settlement Administration Costs are estimated not to exceed \$14,890.00. If the
5 actual amount of the Settlement Administration Costs is less than \$14,890.00, the difference
6 between \$14,890.00 and the actual Settlement Administration Costs shall be a part of the Net
7 Settlement Amount. If the Settlement Administration Costs exceed \$14,890.00 then such excess
8 will be paid solely from the Gross Settlement Amount and Defendants will not be responsible
9 for paying any additional funds in order to pay these additional costs.

10 **GG. “Settlement Administrator”** means Phoenix Settlement Administrators, which
11 will be responsible for the administration of the Settlement including, without limitation,
12 translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments to
13 be made by Defendants from the Gross Settlement Amount and related matters under this
14 Agreement.

15 **HH. “Settlement Class” or “Settlement Class Members”** means all current and
16 former non-exempt, hourly paid employees who worked in California for Defendants at any time
17 during the Class Period.

18 **II. “Uncashed Checks”** means any checks or payments issued to Participating Class
19 Members and/or Aggrieved Employees pursuant to this Stipulation that are not cashed or
20 presented for payment within six months from the date of issuance.

21 **JJ. “Workweeks”** means the number of workweeks that a Settlement Class Member
22 was employed by Defendants in a non-exempt, hourly position during the Class Period, based on
23 hire dates, re-hire dates, and termination dates. If a Settlement Class Member disputes his/her
24 Individual Settlement Share, it shall be termed a “Workweek Dispute.”

25 **2. BACKGROUND**

26 **A.** On June 10, 2020, Plaintiff Vasquez filed with the LWDA and served on
27 Defendants a notice under Labor Code section 2699.3 (the “Vasquez PAGA Notice”) stating he
28 intended to serve as a proxy of the LWDA to recover civil penalties for aggrieved employees.

1 **B.** On August 24, 2020, Plaintiff Sanchez and Plaintiff Mendenhall jointly filed with
2 the LWDA and served on Defendants a notice under Labor Code section 2699.3 (the “Sanchez
3 and Mendenhall PAGA Notice”) stating they intended to serve as proxies of the LWDA to
4 recover civil penalties for aggrieved employees.

5 **C.** Plaintiffs filed a putative wage-and-hour class action and representative action
6 complaint against Defendants on August 21, 2020. Plaintiffs allege that during the Class Period,
7 with respect to Plaintiffs and the Settlement Class Members, Defendants, *inter alia*, failed to pay
8 the Settlement Class Members’ overtime wages and minimum wages for all hours worked and/or
9 recorded; failed to provide compliant meal and rest periods and associated premium payments;
10 failed to issue compliant and accurate itemized wage statements; failed to timely pay all wages
11 due and owing at the time of termination or resignation; and engaged unfair competition based
12 on the alleged Labor Code Violations. Further, Plaintiffs’ Complaint filed on August 21, 2020
13 contained representative allegations under PAGA as 65 days had passed without any
14 communication from the LWDA, on behalf of themselves and all other aggrieved employees in
15 the PAGA Period as a proxy of the LWDA to recover civil penalties for the Labor Code violations
16 set out in the PAGA Notice.

17 **D.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
18 mediation, in which Plaintiffs were provided with, among other things: (1) hire dates, separation
19 dates (as applicable), and rates of pay for non-exempt employees working for Defendants during
20 the Class Period; (2) Little Ruby’s standalone meal and rest period policy (3) Defendants’
21 arbitration agreement. Class Counsel also reviewed and analyzed time records, pay records, and
22 policy documents provided from Plaintiffs and Class Members introduced to Class Counsel by
23 Plaintiffs.

24 **E.** On June 14, 2021, the Parties participated in a full-day mediation before mediator
25 Jeffrey Krivis, a well-regarded mediator experienced in mediating complex labor and
26 employment matters. The matter did not finally resolve at mediation. Rather, the Parties agreed
27 to exchange further documents and information, including proof of Defendants’ financial
28 condition, in the months after mediation. Specifically, Plaintiffs were provided with tax returns

1 for 2018, 2019 and 2020, profit and loss statements for 2018, 2019 and 2020, and a current
2 balance sheet for the period January 1, 2021 through the date of mediation for Defendants, or
3 some of them, which were therein analyzed by a forensic accountant chosen by Plaintiffs. The
4 mediator then provided the financial records directly to the forensic accountant retained by
5 Plaintiffs' counsel under the mediation privilege. Defendants also supplemented the discovery
6 provided to ensure that Class Counsel had time and payroll records for a randomized ten percent
7 (10%) of Class Members, and the written wage and hour policies in place for each of Defendants'
8 locations in the Class Period.

9 **F.** After review of the documents and information provided, the Parties met and
10 conferred regarding the viability of the settlement in light of the documents and information
11 exchanged. The Parties eventually agreed to settle the Action at Eight Hundred Thousand Dollars
12 and Zero Cents (\$800,000.00) to be paid as a lump sum within 60 calendar days after the Final
13 Approval Date.

14 **G.** Class Counsel has conducted significant investigation of the law and facts relating
15 to the claims asserted in the Action and the PAGA Notice, as well as Defendants' financial
16 condition, and has concluded that that the Settlement set forth herein is fair, reasonable, adequate,
17 and in the best interests of the Settlement Class, taking into account the sharply contested issues
18 involved, the expense and time necessary to litigate the Action through trial and any appeals, the
19 risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties
20 of complex litigation, the information learned through both informal and confirmatory discovery
21 regarding Plaintiffs' allegations, Defendants' financial condition, the risks of the Covid-19
22 pandemic on the continuing viability of Defendants, and the information and the substantial
23 benefits to be received by the Settlement Class Members.

24 **H.** Defendants have concluded that, because of the substantial expense of defending
25 against the Action, the length of time necessary to resolve the issues presented herein, the
26 inconvenience involved, and the concomitant disruption to their business operations, it is in their
27 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
28 claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless

1 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
2 continuing litigation and for the purpose of putting to rest the controversies engendered by the
3 Action.

4 **I.** This Agreement is intended to and does effectuate the full, final, and complete
5 resolution of all Class Released Claims of Plaintiffs and Participating Class Members and all
6 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
7 and Aggrieved Employees, as well as a general release of claims by Plaintiffs individually.

8 **3. JURISDICTION**

9 The Court has jurisdiction over the Parties and the subject matter of the Action. The
10 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
11 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
12 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
13 pursuant to California Rule of Court, rule 3.769, subdivision (h).

14 **4. STIPULATION OF CLASS CERTIFICATION**

15 **A.** The Parties stipulate to the certification of the Settlement Class under this
16 Agreement for purposes of settlement only. As such, the Parties stipulate and agree that in order
17 for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

18 **B.** If the Settlement does not become effective, the fact that the Parties were willing
19 to stipulate to certification as part of the Settlement shall not be admissible or used in any way in
20 connection with the question of whether the Court should certify any claims in a non-settlement
21 context in this Action or in any other lawsuit or venue. If the Settlement does not become
22 effective, Defendants reserve the right to contest any issues relating to class certification, liability
23 and damages.

24 **5. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS** 25 **COUNSEL**

26 **A.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs
27 Arsen Vasquez, Darla Mendenhall, Yvette Gregory, and Lizbeth Sanchez shall be appointed as
28 the representatives for the Class.

1 **B.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the
2 Court appoint Class Counsel to represent the Class.

3 **6. MOTION FOR PRELIMINARY APPROVAL**

4 Plaintiffs will move for an order granting preliminary approval of the Settlement,
5 approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class
6 Notice”) attached hereto as Exhibit “A”, conditionally certifying the Settlement Class for
7 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
8 of Requests for Exclusion, Workweek Disputes, and objections, the papers in support of Final
9 Approval of the Settlement, and any responses to Objections or opposition papers to the Motion
10 for Final Approval.

11 At the Preliminary Approval hearing, Plaintiffs will appear, support the granting of the
12 motion, and submit a proposed order granting conditional certification of the Class and
13 Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel,
14 and Settlement Administrator; approving the Class Notice; and setting the Final Approval
15 hearing.

16 Should the Court decline to conditionally certify the Class or to Preliminarily Approve
17 all material aspects of the Settlement with prejudice, the Settlement will be null and void, and
18 the Parties will have no further obligations under it. Provided, however, that the amounts of the
19 Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Service
20 Awards shall be determined by the Court, and the Court’s determination on these amounts shall
21 be final and binding, and that the Court’s approval or denial of any amount requested for these
22 items are not conditions of this Settlement Agreement, and are to be considered separate and
23 apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding
24 relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and
25 Class Representative Service Awards shall not operate to terminate or cancel this Settlement
26 Agreement.

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1 **7. DENIAL OF WRONGDOING**

2 Defendants generally and specifically deny any and all liability or wrongdoing of any sort
3 with regard to any of the claims alleged in the Action or the PAGA Notice, make no concessions
4 or admissions of liability of any sort to Plaintiffs, the Class Members or the Aggrieved
5 Employees, and contend that for any purpose other than settlement, the Action is not appropriate
6 for class or representative treatment. This Agreement shall not be deemed an admission by
7 Defendants of any claims or allegations asserted in the Action or the PAGA Notice. Defendants
8 assert a number of defenses to the claims asserted in the Action and the PAGA Notice, and have
9 denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action.
10 Defendants adopted a timekeeping and meal period compliance program many years before the
11 Action was filed which included payment of meal period premium payments and required require
12 supervisors to address and correct any timekeeping problems. This demonstrates Defendants'
13 good faith efforts to comply with California wage and hour law. Neither this Agreement, nor
14 any document referred to or contemplated herein, nor any action taken to carry out this
15 Agreement, is or may be construed as, or may be used as an admission, concession, or indication
16 by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability
17 whatsoever. Nor should the Agreement be construed as an admission that Plaintiffs can serve as
18 adequate Class Representatives. There has been no determination by any court as to the merits
19 of the claims asserted by Plaintiffs against Defendants or as to whether a class or classes should
20 be certified, other than for settlement purposes only.

21 Except as set forth elsewhere herein, in the event that this Agreement is not approved by
22 the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiffs
23 will not be deemed to have waived, limited or affected in any way any claims, rights or remedies,
24 or defenses in the Action or the PAGA Notice, and Defendants will not be deemed to have
25 waived, limited, or affected in any way any of its objections or defenses in the Action and the
26 PAGA Notice. The Parties shall be restored to their respective positions in the Action prior to
27 the entry of this Settlement.

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1 **8. RELEASE OF CLAIMS**

2 **A. Release by All Participating Class Members.**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full
5 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement,
6 Plaintiffs and all Participating Class Members release all claims against the Released Parties
7 asserted in the Complaint filed in the Action, or any and all claims that may be asserted against
8 the Released Parties based on the factual allegations in the Complaint filed on August 21, 2020,
9 as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to
10 pay overtime wages, including all claims for failure to properly calculate overtime wages; (b) all
11 claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and
12 rest periods and associated premium pay, including all claims for failure to properly calculate
13 meal or rest period premium pay; (d) all claims for the failure to timely pay wages during
14 employment and upon separation of employment; (e) all claims for non-compliant wage
15 statements; and (f) all claims asserted through California Business & Professions Code section
16 17200 *et seq.* arising out of the Labor Code violations referenced in the Complaint or that may
17 be alleged based on the allegations in the Complaint, as well as violations of applicable portions
18 of the California Code of Regulations, Title 8, section 11040 (the "Class Released Claims"). For
19 Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims
20 released during the Class Period, as well as all asserted PAGA claims for penalties arising out of
21 Labor Code Sections 210, 226.3, 558, 558.1, 1197.1 and 2699 *et seq.* based on the factual
22 allegations and Labor Code sections alleged to have been violated in the Complaint filed on
23 August 21, 2020, and the PAGA Notice, which include, without limitation, alleged violations of
24 Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 246, 350, 351, 432, 510, 512,
25 1174, 1194, 1194.2, 1197, 11198.5, and 2810.5, as well as violations of applicable portions of
26 the California Code of Regulations, Title 8, section 11040 (the "PAGA Released Claims"). The
27 Class Released Claims and the PAGA Released Claims shall collectively be referred to as the
28 "Released Claims."

1 **B. General Release.**

2 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
3 of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full
4 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
5 addition to the Released Claims, Plaintiffs make the additional following General Release:
6 Plaintiffs release the Released Parties from of all claims, demands, rights, liabilities and causes
7 of action of every nature and description whatsoever, known or unknown, asserted or that might
8 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
9 law or regulation arising out of, relating to, or in connection with any act or omission of the
10 Released Parties through the date of full execution of this Agreement in connection with
11 Plaintiffs' employment or the termination thereof, except for any and all claims in connection
12 with Plaintiffs' workers' compensation matter against Defendants or any other claims that cannot
13 be released by way of this Agreement. With respect to the General Release, Plaintiffs stipulate
14 and agrees that, through the Final Approval Date, Plaintiffs shall be deemed to have, and by
15 operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest
16 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
17 Civil Code, or any other similar provision under federal or state law, which provides:

18 A general release does not extend to claims that the creditor or
19 releasing party does not know or suspect to exist in his or her
20 favor at the time of executing the release and that, if known by
21 him or her, would have materially affected his or her settlement
with the debtor or released party.

22 **9. SETTLEMENT ADMINISTRATOR**

23 **A.** Plaintiffs and Defendants, through their respective counsel, have selected ILYM
24 Group, Inc. to administer the Settlement, which includes but is not limited to translating the Class
25 Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating
26 all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the
27 Settlement Administrator, currently estimated to be \$14,890.00, will be paid from the Gross
28 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than

1 \$14,890.00, the difference between \$14,890.00 and the actual Settlement Administration Costs
2 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
3 \$14,890.00, then such excess will be paid solely from the Gross Settlement Amount and
4 Defendants will not be responsible for paying any additional funds in order to pay these
5 additional costs.

6 **B.** The Settlement Administrator shall be responsible for preparing, printing, and
7 mailing the Class Notice to the Class Members; keeping track of any objections or requests for
8 exclusion from Class Members; performing skip traces and remailing Class Notices and
9 Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions
10 as required by law; calculating each Class Member's Individual Settlement Share; calculating
11 Aggrieved Employees' Individual PAGA Payment; providing weekly status reports to
12 Defendants' Counsel and Class Counsel, which is to include updates on any objections or
13 requests for exclusion that have been received; providing a due diligence declaration for
14 submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares
15 to Participating Class Members; mailing Individual PAGA Payments to Aggrieved Employees;
16 mailing the LWDA Payment; distributing the Attorney Fee Award and Cost Award to Class
17 Counsel; printing and providing Class Members, Aggrieved Employees and Plaintiff with W-2s
18 and 1099 forms as required under this Agreement and applicable law; providing a due diligence
19 declaration for submission to the Superior Court upon the completion of the Settlement;
20 providing any funds remaining in the QSF as a result of uncashed checks to the designated *cy*
21 *pres* recipient under California Code of Civil Procedure section 384, including the administration
22 of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties
23 each represent that they do not have any financial interest in Phoenix Class Action Settlement
24 Administrators or otherwise have a relationship with Phoenix Class Action Settlement
25 Administrators that could create a conflict of interest.

26 **C.** The Settlement Administrator shall be the only entity authorized to make
27 withdrawals or payments from the QSF. The Settlement Administrator will: (a) acknowledge that
28 it has fiduciary obligations to the Parties, and will attest that it will not allow any disbursements

1 to be made from the Settlement Fund except as expressly authorized by this Stipulation; (b) agree
2 that it will receive no disbursements or fees from the QSF for actions undertaken or expenses
3 incurred without prior approval by Defendants' Ciybsek and Class Counsel; and (c) acknowledge
4 its obligations to return the entire Settlement Fund to Defendants (less any administrative
5 expenses incurred by the Settlement Administrator) in the event this Stipulation: (i) does not
6 receive final approval by the Court; (ii) is modified or reversed on appeal; and/or (iii) is otherwise
7 rendered null and void.

8 **D.** The Settlement Administrator shall report the Individual Settlement Shares to all
9 required taxing and other authorities, withhold the standard employer's and employee's share of
10 payroll taxes from the wage portion of each Individual Settlement Awards, and transmit these
11 amounts to the taxing authorities, and issue IRS Forms W-2 and 1099s. Upon completion of
12 administration of the Settlement, the Settlement Administrator shall provide written certification
13 of such completion to the Court and counsel for all Parties. The Settlement Administrator shall
14 also provide any and all documentation to Defendants necessary to demonstrate that all duties
15 have been performed under this section.

16 **10. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
17 **PROCESS**

18 **A. Notice to the Settlement Class Members.**

19 (1) Within thirty (30) calendar days after the Preliminary Approval Date,
20 Defendants' Counsel shall provide the Settlement Administrator with information with respect
21 to each Settlement Class Member, including his or her: (1) name, last known address(es) and last
22 known telephone number(s) currently in Defendants' possession, custody, or control; (2) Social
23 Security Number(s) in Defendants' possession, custody, or control; and (3) the hire dates, re-hire
24 dates, and termination or resignation dates (if applicable) for each Settlement Class Member
25 ("Class List"), which shall be made available to Class Counsel upon request. The Settlement
26 Administrator shall perform an address search using the United States Postal Service National
27 Change of Address ("NCOA") database and update the addresses contained on the Class List
28 with the newly-found addresses, if any. Within fifteen (15) calendar days of receiving the Class

1 List from Defendants, the Settlement Administrator shall mail the Class Notice in English and
2 Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current
3 mailing address information available. The Settlement Administrator shall maintain a list with
4 names and all addresses to which notice was given, and digital copies of all the Settlement
5 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at
6 least four (4) years from the Final Approval Date.

7 (2) The Class Notice will set forth:

- 8 (a) the Settlement Class Member's estimated Individual Settlement
9 Payment and Individual PAGA Payment, and the basis for each;
- 10 (b) the information required by California Rule of Court, rule 3.766,
11 subdivision (d);
- 12 (c) the material terms of the Settlement;
- 13 (d) the proposed Settlement Administration Costs;
- 14 (e) the definition of the Settlement Class;
- 15 (f) a statement that the Court has preliminarily approved the
16 Settlement;
- 17 (g) how the Settlement Class Member can obtain additional
18 information, including contact information for Class Counsel;
- 19 (h) information regarding opt-out and objection procedures;
- 20 (i) the date and location of the Final Approval Hearing; and
- 21 (j) that the Settlement Class Member must notify the Settlement
22 Administrator no later than the Response Deadline if the
23 Settlement Class Member disputes the accuracy of the number of
24 Workweeks as set forth on his or her Class Notice ("Workweek
25 Dispute"). If a Settlement Class Member fails to timely dispute
26 the number of Workweeks attributed to him or her in conformity
27 with the instructions in the Class Notice, then he or she shall be
28

1 deemed to have waived any objection to its accuracy and any claim
2 to any additional settlement payment based on different data.

3 (3) If a Class Notice from the initial notice mailing is returned as
4 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
5 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
6 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
7 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
8 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
9 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
10 Administrator with a forwarding address before the Response Deadline shall be promptly re-
11 mailed to the forwarding address affixed thereto. Class Members who are re-mailed a Class
12 Notice shall have fifteen (15) days from the re-mailing, or forty-five (45) days from the date of
13 the initial mailing, whichever is later, in which to postmark a Request for Exclusion, objection
14 or to dispute their attributed workweek count in the Class Period and/or PAGA Period.

15 (4) No later than seven (7) calendar days from the Response Deadline, the
16 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
17 completion of the notice process, including the number of attempts to obtain valid mailing
18 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
19 and copies of all Requests for Exclusion and objections/comments received by the Settlement
20 Administrator.

21 **B. Objections.**

22 Only Participating Class Members may object or comment regarding the Settlement. In
23 order for any Settlement Class Member to object to this Settlement, or any term of it, he or she
24 should do so by mailing a written objection to the Settlement Administrator at the address or
25 phone number provided on the Class Notice no later than the Response Deadline. The Settlement
26 Administrator shall email a copy of the objection forthwith to Class Counsel and Defendants'
27 counsel and attach each objection, if any, to the declaration that Class Counsel files with the
28 Court in support of the Motion for Final Approval. The objection should set forth in writing: (1)

1 the objector's name; (2) the objector's address; (3) the last four digits of the objector's Social
2 Security Number; (4) the reason(s) for the objection, along with whatever legal authority, if any,
3 the objector asserts supports the objection; and (5) be signed by the objector and/or counsel for
4 the objector. If a Settlement Class Member objects to this Settlement, the Settlement Class
5 Member will remain a member of the Settlement Class and if the Court approves this Agreement,
6 the Settlement Class Member will be bound by the terms of the Settlement in the same way and
7 to the same extent as a Settlement Class Member who does not object. The date of mailing of
8 the Class Notice to the objecting Settlement Class Member shall be conclusively determined
9 according to the records of the Settlement Administrator. Settlement Class Members do not need
10 to object in writing to be heard at, or object to the Settlement, at the Final Approval Hearing.

11 **C. Requesting Exclusion.**

12 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
13 Settlement by mailing a written request to be excluded from the Settlement ("Request for
14 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
15 To be valid, a Request for Exclusion must include the Class Member's: (1) full name; (2) current
16 address; (3) the last four digits of the his or her Social Security Number; (4) his or her signature;
17 and (5) the following statement or something to its effect: "Please exclude me from the
18 Settlement Class in the *Vasquez, et al. v. Kingswood LLC, et al.* matter". The Settlement
19 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
20 and Defendants' Counsel and shall report the Requests for Exclusions that it receives, to the
21 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
22 Class Member who requests exclusion using this procedure will not be entitled to receive any
23 payment from the Settlement and will not be bound by the Settlement Agreement or have any
24 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who
25 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will
26 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
27 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
28 granted. A Class Member cannot both opt out and object to the Settlement. In the event that a

1 Class Member tries to both opt out and object to the Settlement, the opt-out will control and the
2 objection will be void.

3 As the Class Notice will explain, Aggrieved Employees cannot opt out of receiving
4 PAGA Payments and are bound by the PAGA Release regardless of whether they opt out of the
5 class action settlement.

6 **D. Objector Appearances**

7 Participating Class Members may (though are not required to) appear at the Final
8 Approval hearing, either in person or through the objector's own counsel. The failure to file and
9 serve a written objection does not waive a Participating Class Member's right to appear at and
10 make an oral objection at the Final Approval hearing.

11 **E. Disputes Regarding Settlement Class Members' Workweek Data.**

12 Each Settlement Class Member may dispute the number of Workweeks attributed to him
13 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
14 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
15 Response Deadline. The Settlement Administrator shall immediately provide copies of all
16 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
17 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
18 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
19 adjudicate the dispute.

20 **11. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
21 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

22 Individual Settlement Payments will be calculated and distributed to Participating Class
23 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
24 Members' respective number of Workweeks during the Class Period. Individual PAGA
25 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
26 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
27 number of Workweeks during the PAGA Period. Specific calculations of the Individual
28 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as

1 follows:

2 **A.** The Settlement Administrator will determine the total number of Workweeks
3 worked by each Settlement Class Member during the Class Period (“Class Member’s
4 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
5 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
6 Administrator will determine the total number of Workweeks worked by each Aggrieved
7 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
8 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
9 (“PAGA Workweeks”).

10 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
11 Settlement Administrator will use the following formula: Individual Settlement Share =
12 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

13 **C.** To determine each Participating Class Member’s Participating Individual
14 Settlement Share, the Settlement Administrator will determine the aggregate number of
15 Workweeks worked by all Participating Class Members during the Class Period (“Participating
16 Class Workweeks”) and use the following formula: Participating Individual Settlement Share =
17 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
18 Amount.

19 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
20 to Participating Class Members by way of check and is referred to as “Individual Settlement
21 Payment(s).”

22 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
23 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
24 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$7,500.00 (*i.e.*,
25 the PAGA Payment).

26 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid to
27 Participating Class Members and/or Aggrieved Employees by way of check. When a
28 Participating Class Member is also an Aggrieved Employee, one check may be issued that

1 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

2 **G.** Individual Settlement Payments and Individual PAGA Payments shall be paid to
3 Participating Class Members and/or Aggrieved Employees by way of check. When a
4 Participating Class Member is also an Aggrieved Employee, one check may be issued that
5 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

6 **H.** Aggrieved Employees will not be able to exclude themselves from receiving their
7 Individual PAGA Payment. The Class Notice will inform Aggrieved Employees that they cannot
8 opt out of the release of the PAGA Released Claims of the settlement and explain that they will
9 not be permitted to pursue any action under PAGA against the Released Parties for any of the
10 PAGA Released Claims that arose during the PAGA Period, even if they elect to opt out of the
11 release of the Class Released Claims.

12 **12. DISTRIBUTION OF PAYMENTS**

13 **A. Distribution of Individual Settlement Payments.**

14 Participating Class Members will receive an Individual Settlement Payment and
15 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
16 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
17 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
18 calendar days after expiration of the 180-day period, checks for such payments shall be
19 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
20 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
21 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
22 Procedure section 384, shall be transmitted to the School on Wheels, the *cy pres* recipient, for
23 use in Los Angeles County. The Settlement Administrator shall prepare a report regarding the
24 distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be
25 presented to the Court by Class Counsel along with a proposed amended judgment that is
26 consistent with the provisions of Code of Civil Procedure section 384.

27 **B. Funding of Settlement.**

28 Defendants shall, within 60 days of Final Approval, make payment of Eight Hundred

1 Thousand Dollars and Zero Cents \$800,000.00 to the Settlement Administrator pursuant to
2 Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement
3 fund (“QSF”) with an FDIC insured banking institution, for distribution in accordance with this
4 Agreement and the Court’s Orders and subject to the conditions described herein. Defendants
5 shall, within seven (7) calendar days of the Settlement Administrator notifying Defendants of the
6 amount of Defendants’ share of taxes owed on the wages portion of the settlement (“Employers’
7 Taxes”), make payment of said Employers’ Taxes to the Settlement Administrator for deposit
8 into an interest-bearing QSA with an FDIC insured banking institution, for distribution in
9 accordance with this Agreement and the Court’s Orders subject to the conditions described
10 herein.

11 Payments from the QSF shall be made for (1) the Service Award to Plaintiffs as specified
12 in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid
13 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
14 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
15 Payment, as specified in this Agreement; and (5) Individual PAGA Payments from the Seven
16 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) PAGA Payment in accordance with
17 Paragraph 10 of this Agreement. The balance remaining shall constitute the Net Settlement
18 Amount from which Individual Settlement Payments shall be made to Participating Class
19 Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of
20 the Class Members and distributed in a pro-rata basis.

21 **C. Time for Distribution.**

22 Within seven (7) calendar days after payment of the full Gross Settlement Amount by
23 Defendants, as well as Employer Taxes, or as soon thereafter as practicable, the Settlement
24 Administrator shall distribute all payments due under the Settlement, including the Individual
25 Settlement Payments to Participating Class Members and Individual PAGA Payments to
26 Aggrieved Employees, as well as the Court-approved payments for the Service Award to
27 Plaintiffs, attorneys’ fees and litigation costs and expenses to Class Counsel, Administration
28 Costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

1 **13. ATTORNEYS' FEES AND LITIGATION COSTS**

2 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
3 fees of up to 35% of the Gross Settlement Amount, or, unless escalated pursuant to Paragraph 16
4 of this Agreement, Two Hundred and Eighty Thousand Dollars and Zero Cents (\$280,000.00).
5 Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion
6 by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution
7 of this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand
8 Dollars and Zero Cents (\$25,000.00). Defendants' agreement not to oppose an award of
9 attorneys' fees up of to 35% of the GSA is not intended as a clear sailing provision. Class
10 Counsel has represented to Defendants that the fees are reasonable and proportionate to the work
11 performed and are warranted based on a variety of factors, including the quality of representation,
12 the novelty and complexity of the issues, the results obtained, and the contingent risk presented.

13 Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount,
14 for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final
15 Approval of the settlement in the Class and PAGA Action. The "future" aspect of the amounts
16 stated herein includes, without limitation, all time and expenses expended by Class Counsel
17 (including any appeals therein). There will be no additional charge of any kind to either the
18 Settlement Class Members or request for additional consideration from Defendants for such work
19 unless Defendants materially breach this Agreement, including any term regarding funding, and
20 further efforts are necessary from Class Counsel to remedy said breach. Should the Court
21 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the
22 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement
23 Amount.

24 **14. SERVICE AWARD TO PLAINTIFFS**

25 Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an amount not
26 to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) each, for a total of Twenty
27 Thousand Dollars and Zero Cents (\$20,000.00), for participation in and assistance with the Class
28 Action. Any Service Award awarded to each Plaintiffs shall be paid from the Gross Settlement

1 Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award
2 to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall be a part
3 of the Net Settlement Amount.

4 **15. TAXATION AND ALLOCATION**

5 A. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
6 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
7 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
8 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
9 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
10 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
11 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
12 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
13 be made pursuant to applicable state and/or local withholding codes or regulations.

14 B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
15 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
16 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
17 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
18 set forth in this Section may be modified in a manner to bring Defendants into compliance with
19 any such changes.

20 C. All Employer Taxes shall be paid by Defendants separate, above, and apart from
21 the Gross Settlement Amount.

22 D. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
23 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
24 be relied upon as such within the meaning of United States Treasury Department Circular 230
25 (31 C.F.R. Part 10, as amended) or otherwise.

26 **16. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

27 The Parties agree to allocate Thirty Thousand Dollars and Zero Cents (\$30,000) of the
28 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent

(75%) of the amount allocated toward PAGA (\$22,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%) (\$7,500.00) will be distributed to Aggrieved Employees (*i.e.*, the PAGA Payment) on a *pro rata* basis, based upon their respective Workweeks.

At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Final Approval Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

17. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Class and PAGA Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

18. INCREASE IN WEEKLY PAY PERIODS

Defendants represents that there are no more than 68,150 Workweeks worked during the Class Period by Class Members. In the event that the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 6,815 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 74,965 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount (\$800,000.00) by 68,150 which amounts to a Workweek Value of \$11.74. Thus, for example, should there be 75,000

1 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
2 \$385.00. ((75,000 Workweeks – 74,965 Workweeks) x 11.74/Workweek.)

3 **19. NOTICE OF JUDGMENT**

4 In addition to any duties set out herein, the Settlement Administrator shall provide
5 notice of the Final Judgment entered in the Action by posting the same on its website for a
6 period of no less than four (4) year.

7 **20. MISCELLANEOUS PROVISIONS**

8 **A. Interpretation of the Agreement.**

9 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with
10 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
11 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
12 oral or written representations or terms shall modify, vary or contradict its terms. In entering
13 into this Agreement, the Parties agree that this Agreement is to be construed according to its
14 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
15 interpreted and enforced under the laws of the State of California, both in its procedural and
16 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
17 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
18 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiffs and
19 Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely
20 in connection therewith. The foregoing is only limited to disputes concerning this Agreement.
21 Plaintiffs, on Plaintiffs' own behalf and on behalf of the Settlement Class, and Defendants
22 participated in the negotiation and drafting of this Agreement and had available to them the
23 advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendants may
24 claim that any ambiguity in this Agreement should be construed against the other. The
25 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
26 the Court.

27 **B. Guarantee.**

28 In the event Defendants fail to fully comply with the terms of this Agreement, defendant

1 Nicholas Mathers (“Mathers”) hereby irrevocably, absolutely and unconditionally guarantees to
2 Plaintiffs the prompt and complete payment of the Gross Settlement Amount, including the
3 payment to the appropriate government agency of employer’s share of taxes thereon, when due
4 under the terms of this Memorandum. Mathers hereby waives the right to assert any defenses he
5 may have to his liability for the Gross Settlement Amount, including the employer’s share of
6 taxes thereon, in case of default by Defendants.

7 **C. Defendants’ Right to Cancel.**

8 In the event more than five percent (5%) of Class Members choose to opt out, Defendants
9 shall have the right to declare the settlement null and void within ten (10) calendar days of being
10 informed by the Settlement Administrator that more than five percent (5%) of Class Members
11 have chosen to opt out. Should Defendants exercise this option, they agree to be solely
12 responsible to pay any administration charges through that date.

13 **D. Further Cooperation.**

14 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare
15 and execute all documents, to seek the necessary approvals from the Court, and to do all things
16 reasonably necessary to consummate the Settlement as expeditiously as possible.

17 **E. Counterparts.**

18 The Agreement may be executed in one or more actual or non-original counterparts, all
19 of which will be considered one and the same instrument and all of which will be considered
20 duplicate originals.

21 **F. Authority.**

22 Each individual signing below warrants that he or she has the authority to execute this
23 Agreement on behalf of the party for whom or which that individual signs.

24 **G. No Third-Party Beneficiaries.**

25 Plaintiffs, Participating Class Members, Class Counsel, and Defendants are direct
26 beneficiaries of this Agreement, but there are no third-party beneficiaries.

27 **H. Deadlines Falling on Weekends or Holidays.**

28 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,

or legal holiday, that deadline shall be continued until the following business day.

I. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

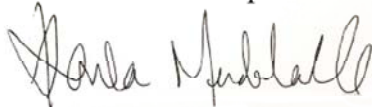
IT IS SO AGREED:

Dated: March 1, 2022



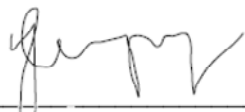
ARSEN VASQUEZ
Plaintiff and Class Representative

Dated: March 1, 2022



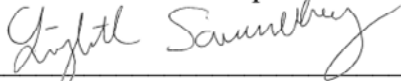
DARLA MENDENHALL
Plaintiff and Class Representative

Dated: March 1, 2022



YVETTE GREGORY
Plaintiff and Class Representative

Dated: March 1, 2022



LIZBETH SANCHEZ,
Plaintiff and Class Representative

Dated: 03 / 14 / 2022, 2022



NICHOLAS MATHERS
Defendant

Dated: 03 / 14 / 2022, 2022



KINGSWOOD, LLC
By: Nick Mathers
Its: Owner

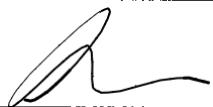
1 Dated: 03 / 14 / 2022, 2022


PELICAN, LLC

By: Nick Mathers

Its: Owner

2
3
4 Dated: 03 / 14 / 2022, 2022


ELEPHANTE LAGUNA, LLC

By: Nick Mathers

Its: Owner

5
6
7
8 Dated: 03 / 14 / 2022, 2022

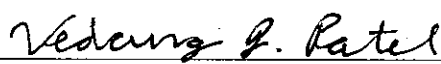

LITTLE RUBY SM, LLC

By: Nick Mathers

Its: Owner

9
10
11
12 **AGREED AS TO FORM:**

13 Dated: March 2, 2022


DAVID D. BIBIYAN; Vedang J. Patel
Counsel for Plaintiffs Arsen Vasquez, Darla
Mendenhall, Yvette Gregory and Lizbeth
Sanchez

14
15
16
17 Dated: _____, 2022

DAMIAN CAPOZOLLA

Counsel for Plaintiffs Arsen Vasquez, Darla
Mendenhall, Yvette Gregory and Lizbeth
Sanchez

18
19
20 Dated: 03 / 09 / 2022, 2022


CHARLES LEW

Counsel for Defendants Kingswood, LLC,
Pelican, LLC, Elephante Laguna LLC, Little
Ruby SM, LLC and Nicholas Mathers

21
22
23
24 Dated: 03 / 11 / 2022, 2022


DONALD WOLFE

Counsel for Defendants Kingswood, LLC,
Pelican, LLC, Elephante Laguna LLC, Little
Ruby SM, LLC and Nicholas Mathers

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Dated: _____, 2022

PELICAN, LLC
By: _____
Its: _____

Dated: _____, 2022

ELEPHANTE LAGUNA, LLC
By: _____
Its: _____

Dated: _____, 2022

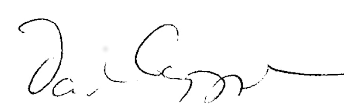
LITTLE RUBY SM, LLC
By: _____
Its: _____

AGREED AS TO FORM:

Dated: _____, 2022

DAVID D. BIBIYAN
Counsel for Plaintiffs Arsen Vasquez, Darla Mendenhall, Yvette Gregory and Lizbeth Sanchez

Dated: _____ March 1 , 2022



DAMIAN CAPOZZOLA
Counsel for Plaintiffs Arsen Vasquez, Darla Mendenhall, Yvette Gregory and Lizbeth Sanchez

Dated: _____, 2022

CHARLES LEW
Counsel for Defendants Kingswood, LLC, Pelican, LLC, Elephante Laguna LLC, Little Ruby SM, LLC and Nicholas Mathers

Dated: _____, 2022

DONALD WOLFE
Counsel for Defendants Kingswood, LLC, Pelican, LLC, Elephante Laguna LLC, Little Ruby SM, LLC and Nicholas Mathers

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Dated: 03 / 11 / 2022, 2022

Marie Burke Kenny

MARIE BURKE KENNY
**Counsel for Defendants Kingswood, LLC,
Pelican, LLC, Elephante Laguna LLC, Little
Ruby SM, LLC and Nicholas Mathers**

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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Vasquez, et al. v. Kingswood LLC, et al.
(County of Los Angeles, California Superior Court Case No. 20STCV32123)

As a current or former non-exempt, hourly-paid California employee of Kingswood LLC, Pelican, LLC, Elephante Laguna LLC, Little Ruby SM, LLC, and Nicholas Mathers, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Kingswood LLC, Pelican, LLC, Elephante Laguna LLC, Little Ruby SM, LLC, and Nicholas Mathers (collectively, “Defendants”) show you are a “Class Member,” and therefore entitled to a payment from this class action Settlement. Class Members are all persons who currently work or formerly worked for Defendants as non-exempt, hourly-paid employees in the State of California at any time from February 23, 2016 through September 29, 2021 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Vasquez, et al. v. Kingswood LLC, et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 20STCV32123 (the “Lawsuit”), which alleges that Defendants: (1) failed to pay overtime wages and properly calculate overtime wages; (2) failed to pay minimum wages; (3) failed to provide compliant meal and rest periods, associated premium pay, and properly calculate meal or rest period premium pay; (4) failed to timely pay wages during employment and upon separation from employment; (5) failed to provide compliant wage statements; and (6) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”).
- On [REDACTED], the Los Angeles Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contends that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from June 10, 2019 through and including September 29, 2021 (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	(your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc. about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 7 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ .m. on _____, in the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 7. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Arsen Vasquez, Darla Mendenhall, Yvette Gregory, and Lizbeth Sanchez were non-exempt, hourly-paid employees of Defendants. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendants’ alleged failure to pay overtime wages and properly calculate overtime wages, failure to pay minimum wages, failure to provide compliant meal and rest periods, associated premium pay, and properly calculate meal or rest period premium pay, failure to timely pay wages during employment and upon separation from employment, failure to provide compliant wage statements, and unfair competition.

Based on these and other alleged Labor Code violations, Plaintiffs also seeks to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00). The Gross Settlement includes: (1) Administration Costs up to \$14,890.00; (2) service awards of up to \$5,000.00 each to Plaintiffs, for a total of \$20,000.00, for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$280,000.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$30,000.00, of which 75% (or \$22,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$7,500.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$430,110.00 will be available for distribution to Class Members ("Net Settlement Amount"), and \$7,500.00 will be available for distribution to Aggrieved Employees.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$7,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period for Defendants.

Defendants' records indicate that you worked [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Workweeks] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive a your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

“Released Claims” refers to all claims against the Released Parties asserted in the Complaint filed in the Lawsuit, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Complaint filed on August 21, 2020, as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages, including all claims for failure to properly calculate overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay, including all claims for failure to properly calculate meal or rest period premium pay; (d) all claims for the failure to timely pay wages during employment and upon separation of employment; (e) all claims for non-compliant wage statements; and (f) all claims asserted through California Business & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the Complaint filed in the Lawsuit or that may be alleged based on the allegations in the Complaint filed in the Lawsuit, as well as violations of applicable portions of the California Code of Regulations, Title 8, section 11040 (the “Class Released Claims”).

For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code Sections 210, 226.3, 558, 558.1, 1197.1 and 2699 *et seq.* based on the factual allegations and Labor Code sections alleged to have been violated in the Complaint filed on August 21, 2020, and the PAGA Notice, which include, without limitation, alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 246, 350, 351, 432, 510, 512, 1174, 1194, 1194.2, 1197, 11198.5, and 2810.5, as well as violations of applicable portions of the California Code of Regulations, Title 8, section 11040 (the “PAGA Released Claims” and collectively with Class Released Claims, the “Released Claims”).

“Released Parties” refers to Defendants, and any of their former and present parent companies, subsidiaries, affiliates (including but not limited to Kingswood, LLC (dba The Eveleigh), The Pelican, LLC (dba Elephante), Little Ruby SM, LLC (dba Little Ruby’s), Thanks Mate, Inc. and Ruby’s 3rd St., LLC (dba Kassi Club) and Nicholas Mathers), and all of their past and present owners, stockholders, joint venturers, managers, officers, directors, employees, partners, agents, successors, predecessors, related entities, transferees, fiduciaries, registered representatives, attorneys, insurers

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your full name, current address, the last four digits of your Social Security Number, and the following statement or something to its effect: “Please exclude me from the Settlement Class in the *Vasquez, et al. v. Kingswood LLC, et al.* matter.” Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [REDACTED] at [REDACTED].m. in the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 7, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at **[PHONE NUMBER]** or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Diego Aviles (SBN 315533)
diego@tomorrowlaw.com
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Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

THE LAW OFFICES OF DAMIAN D. CAPOZZOLA
Damian D. Capozzola (SBN 186412)
Tim Laquer (SBN 306917)
ddc@ddclaw.com
633 W. Fifth Street, 26th Floor
Los Angeles, California 90071
Tel: (213) 533-4112; Fax (213) 223-2014

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**