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11 Attorneys for Plaintiff
12 Donna Carone on behalf of herself and all others similarly situated

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF ORANGE, COMPLEX JUSTICE CENTER

15 **DONNA CARONE, on behalf of**
16 **all aggrieved employees, AARON**
17 **FLOTT, individually and**
18 **on behalf of the proposed class;**

19 **Plaintiffs,**

20 **v.**

21 **JEWISH HOME FOR THE**
22 **AGING OF ORANGE COUNTY,**
23 **INC., A California Corporation,**
24 **(Doing Business as HERITAGE**
25 **POINTE; and DOES 1 through 50,**
26 **inclusive,**

27 **Defendants.**
28

LEAD CASE:

CASE No. 30-2020-01152256-CU-OE-CXC

CONSOLIDATED CASE:

CASE NO. 30-2020-01141665-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:

Hon.: Randal Sherman

DECLARATION OF SEAN S. VAHDAT IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: January 14, 2022

Time: 10:00 a.m.

Dept.: CX105

Complaint Filed: 9/18/18

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DECLARATION OF SEAN S. VAHDAT

I, SEAN S. VAHDAT, declare:

1. I am an individual over the age of 18. I am an of counsel at the Law Firm of James Hawkins Aplc. I am one of the attorneys of record for Plaintiff Aaron Flott (hereinafter referred to as "Plaintiff" or "Class Representative"), who has filed this Action on behalf of herself and all others similarly situated present and former non-exempt employees of Defendant, Jewish Home for Aging of Orange County, Inc. ("Defendant" or "Jewish Home") (hereinafter collectively "the parties"). I submit this Declaration in support of Plaintiff's unopposed Motion for Preliminary Approval of the Stipulation of Settlement and Release, which the Plaintiff to this Action filed along with the supporting Memorandum of Points and Authorities, Exhibits and the proposed order. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as Exhibit "A" is a true and correct copy of the executed Stipulation of Settlement and Release (hereinafter "Settlement") which the Parties ask the Court to approve. Attached hereto at Exhibit B is a true and correct copy of the proposed Notice of the pendency of a class action, proposed settlement, and hearing for court approval ("Notice"), which the Parties request the Court to approve for sending to the potential class members.

3. On June 4, 2020 Class Representative Aaron Flott filed (Class Action Case No. 30-2020-01141665-CU-OE-CXC) entitled *Flott v. Jewish Home of Orange County, Inc.*, in the Superior Court of the State of California, County of Orange. On August 8, 2020 Flott filed an Amended complaint adding a PAGA cause of action. On July 21, 2020, Class Representative Donna Carone also filed a PAGA action (CASE No. 30-2020-01152256-CU-OE-CXC *Carone v. Jewish Home for the Aging of Orange County*) in the Superior Court of the State of California, County of Orange. The Class and Representative actions are both on behalf of themselves and all other Jewish Home non-exempt employees in California at any time during the Class Period, June 4, 2016, through the date of resolution.¹ The "Class Members" were later defined as

¹ The The non-exempt Class Members are identified in Joint Stipulation Class Action and PAGA Settlement Exhibit "A" Section 1.15 (Page 5). -1-

1 follows for purposes of settlement: All Current and Former non-exempt employees of
2 Defendant who worked in the State of California anytime between June 4, 2016, and the date of
3 entry of the Preliminary Approval Hearing Date in this Action.

4 4. The cases were subsequently consolidated by the parties' stipulation, and the
5 Carone action was deemed the lead case on May 18, 2021, by the Honorable Kirk Nakamura. On
6 October 1, 2021, the Court considered the parties Joint Case Management Statement and
7 authorized the filing of the Consolidated Complaint. On October 27, 2021, the Court accepted
8 the parties' Consolidated Complaint (hereinafter referred to as the "Consolidated Complaint").

9 5. The Plaintiffs' Consolidated Complaint alleges the following causes of actions:
10 1) Failure to pay minimum wages; (2) Failure to pay overtime; (3) Failure to provide meal
11 periods; (4) Failure to provide rest periods; (5) Failure to timely pay wages; (6) Failure to
12 provide accurate wage statements; (7) Failure to indemnify necessary expenditures; (8) Unfair
13 competition; (9) and violations pursuant to Private Attorneys General Act of 2004 ("PAGA"),
14 Labor Code section 2699, *et seq.*

15 6. On or about October 26, 2020, Defendant Jewish Home filed an answer to the
16 Flott action. On or about November 19, 2020, Defendant filed an answer to the Carone action.
17 Throughout the litigation, Defendant denied and continues to deny any liability. Plaintiff Flott,
18 through his respective counsel, prepared discovery in the form of Production of Documents,
19 Request for Admissions, Special Interrogatories, and Form Interrogatories General and
20 Employment. Prior to serving formal discovery counsel for Plaintiff Flott and Carone met and
21 conferred with Defendant's counsel and agreed to serve a request for informal discovery based
22 on a sampling size that would allow Plaintiff's counsel to do a damage analysis. Defendant
23 responded and provided Plaintiffs' counsel with informal discovery in or around January 2021
24 through February 11, 2021. This included Jewish Homes' Policies, data regarding time sheets
25 and payroll records, memos, and other valuable documents. Plaintiffs' counsel reviewed this
26 discovery and requested additional records to facilitate a meaningful mediation, and Jewish
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1 Home provided supplemental records. With the information provided, and with the information
2 previously obtained from named Plaintiffs, the parties agreed to attend mediation.

3 7. After months of discovery and settlement discussions on or about February 11,
4 2021, the Parties (Flott, Carone and Jewish Home) attended mediation via Zoom, with Steven G.
5 Pearl, Esq., an experienced class action wage and hour mediator. As a result of the parties'
6 preparation the parties did reach a resolution and signed the Memorandum of Understanding
7 (MOU). After months of ironing out the full details of the settlement agreement (and also
8 navigating the interruptions caused by COVID's impact on counsel and their clients), the parties
9 finalized and executed the settlement agreement on or about July 20, 2021.

10 8. Class Counsel is convinced that the proposed settlement is in the best interests of
11 the class based on the negotiations and a detailed knowledge of the issues present in this action.
12 The length and risks of trial and other normal perils of litigation that may have impacted the
13 value of the claims were all weighed in reaching the proposed settlement. In addition, the
14 affirmative defenses asserted by Defendant, the prospect of a potential adverse summary
15 judgment ruling, class certification issues, as well as the uncertainty of class certification, the
16 difficulties of complex litigation, the lengthy process of establishing specific damages and
17 various possible delays and appeals, were also carefully considered by Class Counsel in agreeing
18 to the proposed settlement.

19 9. As As a result of the arms' length negotiations facilitated by the experienced
20 mediator, Steven G. Pearl, Esq., the Parties reached a fair compromise and settlement of this
21 case described in the Stipulation of Settlement and Release presented for preliminary approval.
22 A true and correct copy of the Stipulation of Settlement and Release is attached hereto as
23 "Exhibit A".

24 10. Pursuant to the Stipulation of Settlement and Release, the Parties have agreed
25 (subject to and contingent upon the approval of this Court), that this action be settled and
26 compromised for the total Maximum Settlement Amount ("MSA") of SEVEN HUNDRED
27 THIRTY FIVE THOUSAND DOLLARS (\$735,000).

1 11. This sum includes, subject to Court approval, (a) attorneys' fees in the sum of up
2 to thirty three and One third (33 and 1/3%) percent of the MSA to compensate Class Counsel for
3 all of the work already performed in this action and all of the work remaining to be performed in
4 documenting the settlement, administering the settlement and securing Court approval; at Final
5 approval Counsel will provide billing records in support of it's fees, and documentation for it's
6 costs. Counsel for Flott and Carone have a fee splitting arrangement, and the fee splitting
7 agreement has been signed by Flott and Carone; (b) litigation costs not to exceed \$30,000; (c)
8 class representative enhancement award to the named plaintiffs Donna Carone and Aaron Flott
9 in the sum of Eight thousand dollars (\$8,000.00) each, in consideration for serving as a class
10 representative, work performed, documents provided, risks undertaken for the payment of
11 attorneys' fees and costs in the event they had been unsuccessful in this matter. Further at Final
12 Approval, Plaintiffs will submit declarations addressing the factors set forth in *Golba v. Dick's*
13 *Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272 and *Clark v. Am. Residential Servs.*
14 *LLC* (2209) 175 Cal.App.4th 785, 804, including an estimate of the hours spent on this litigation;
15 (d) claims administration expenses estimated to be \$9,000; and \$22,500.00 to the California
16 Labor & Workforce Development Agency, representing 75% of the \$30,000.00 allocated to the
17 settlement of Plaintiffs' claim for penalties under PAGA, and \$7,500.00 to Class Members,
18 representing 25% of the \$30,000.00 allocated to the settlement of Plaintiffs' claim for penalties
19 under PAGA. (Exh. A, §§ VI (d) and IV (b))

20 12. After all court-approved deductions from the MSA, it is estimated that \$412,500
21 will be available for distribution to participating Class Members (the "Net Settlement Fund" or
22 "NSF"). The total number of Class members shall not exceed 471; the average Class Member is
23 expected to receive \$875.79. This was calculated by as follows ($\$412,500.00 \div 471$). However,
24 we should expect the shares to be uneven, since some people worked during a shorter period of
25 time, and others may have worked for the entire class period.

26 13. This is a Common Fund Non-Reversionary Settlement. The participating Class
27 Members are those Settlement Class Members who do not submit an opt-out request. (Exh. A,
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1 § 1.20). Class Members who don't submit an opt-out request will receive their proportional
2 share of the NSF based upon the number of workweeks he or she worked during the Class Period
3 in relation to the number of work weeks worked by all members of the Class. The formula will
4 be calculated by first, dividing the Net Settlement Amount by the total number of Eligible Class
5 Member Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying
6 the resulting Eligible Work Week Rate by the total number of Eligible Class Member Work
7 Weeks for each respective Eligible Class Member. (Exh. A, pp. 7, § 1.21; a true and correct
8 copy of the Notice of Class Action Settlement is attached hereto as "**Exhibit B**").

9 14. The Settlement affords the Class prompt and substantial relief, while avoiding
10 significant legal and factual hurdles that otherwise may have prevented the Class from obtaining
11 any recovery at all. The outcome of class certification, trial and any attendant appeals, were
12 inherently uncertain.

13 15. This is particularly true given the quantity of conflicting data, which calls into
14 question the sustainability of class certification, and the uncertain outcome given the standards
15 handed down by the California Supreme Court in *Brinker Restaurant Corp. v. Super. Ct.*

16 16. While Plaintiffs do not necessarily agree, the substantial risk that class certification
17 would be denied cannot be disputed. The Settlement achieved confers a substantial benefit on
18 Plaintiff and the Class Members, whereas proceeding with litigation would impose significant
19 risk of no recovery as well as ongoing, substantial expense. If Settlement were not achieved,
20 continued litigation of Plaintiffs and the Class' claims in this action would require substantial
21 additional preparation and discovery. It ultimately would involve the deposition and presentation
22 of numerous witnesses; the consideration, preparation and presentation of documentary evidence;
23 and the preparation and analysis of expert reports. In addition, Jewish Home would oppose class
24 certification. If this case were to go to trial on a class basis it is estimated that fees and costs
25 would be over three hundred thousand dollars (\$300,000) per side. Further, there is no guarantee
26 that even if Plaintiffs prevail at trial that Jewish Home would actually pay any awarded damages.

17. By contrast, the Settlement will yield a prompt, certain, and very substantial recovery for the Class. Such a result will benefit the parties and the Court. For these reasons, Class Counsel believes this is an excellent Settlement for Plaintiffs and the Class.

18. As an initial matter, Jewish Home believes no class can be certified, and that it sufficiently compensated non-exempt employees, and that they complied with the laws regarding all issues; hence the liability is zero. Given the uncertainty of the legal issues and the difficulty in certifying a class, the proposed settlement is well within the “ballpark” of reasonableness and should be preliminary approved.

19. Since the complaint was filed, the Parties have engaged in discovery and extensive mediation preparation, formal informal exchange of information. The Parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case before reaching the settlement, and engaged in sufficient investigation and informal discovery to support the Settlement. Represented by counsel experienced in these types of cases, the Parties began discussions concerning the possibility of mediating a global settlement of these actions, and agreed to go to private mediation. After agreeing to mediate, the Defendant provided further documentation and evidence including sampling.

20. Besides the substantial information that Plaintiff himself provided to his counsel, Jewish Home produced significant amounts of information, payroll and time records, total number of workweeks and policies.

21. Both Plaintiff and Defense counsel are particularly experienced in wage and hour employment law and class actions.

22. Class Counsel have prosecuted numerous cases on behalf of employees for California Labor Code violations. Counsel are experienced and qualified to evaluate the Class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Experienced counsel, operating at arms-length, have weighed the strengths of the case and examined all of the issues and risks of litigation and endorse the proposed settlement.

1 23. Counsel on both sides share the view that this is a fair and reasonable settlement in
2 light of the complexities of the case, the state of the law and uncertainties of class certification
3 and litigation, and the excellent benefit for the Class. Given the risks inherent in litigation and the
4 defenses asserted, this settlement is fair, adequate, and reasonable and in the best interests of the
5 class, and should be preliminarily approved.

6 24. Class certification, as requested by the Parties for the purposes of the Settlement
7 only, should be granted because Plaintiff alleges that the proposed Class Members' claims all
8 stem from the following conduct. They all claim Jewish Home violated California law because it:
9 (1) failed to pay minimum wages, (2) failed to pay overtime, (3) failed to provide meal and rest
10 periods, (4) failed to timely pay wages, (5) failed to provide accurate wage statements, (6) failed
11 to reimburse necessary expenditures (7) failed to maintain required records, and (8) unfair
12 Competition.

13 25. In addition to compensatory damages, Plaintiff and the Class Members seek costs,
14 and interest. Under these specific circumstances, the commonality requirement for class
15 certification is satisfied. The typicality requirement for certification is also met as the Class
16 Representatives and the proposed Class Members claim that Jewish Home committed similar
17 violations based upon similar conduct, policies and practices.

18 26. The adequacy requirement for certification for purposes of settlement is also met.
19 The Class Representatives will receive a reasonable award for their time and efforts assisting
20 counsel with factual issues surrounding the case. Other than this specific service payment to the
21 Class Representative, all of the Class Members will receive a proportionate share of the Net
22 Settlement Proceeds, as addressed above. As a result, there is no conflict of interest between the
23 Class Representative and the Class Members. Additionally, the Class Representative and counsel
24 have prosecuted this action vigorously on behalf of the Class Members.

25 27. Common questions of law and fact predominate over individual questions, and
26 class wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
27 proposed Class in this case is sufficiently cohesive, since all Class Members share a common
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1 nucleus of facts and potential legal remedies, and since all of the Class Members and the Class
2 Representative seek compensation for failure to provide meal and rest periods, failure to pay
3 wages due at termination, and unfair competition, penalties, and interest from Defendant for the
4 allegations described herein. The alternative method of resolution is individual claims for
5 relatively small amounts of damages, but individual cases would be uneconomical for potential
6 plaintiffs because the cost of litigation dwarfs potential recovery. Therefore, settling as a class of
7 alleged harmed individuals is the preferred method of resolution.

8 28. The Class Notice plan here entails a Claims Administrator mailing a Notice Packet
9 including a Notice to all known and reasonably ascertainable Class Members based on
10 Defendant's records. The Notice of pendency of class action, proposed settlement, and hearing
11 date for Court approval ("Notice," attached at Exhibit B to the settlement agreement Exhibit A) is
12 consistent with the class certification notices approved by numerous state and federal courts and
13 is the best notice practicable under circumstances of this case. The proposed class is ascertainable
14 because all of the Class Members have worked for Defendant as non-exempt employees and can
15 be identified through Defendant's employee and personnel files. Also, Defendant has already
16 identified and produced a class listing of current and former employees satisfying the Settlement
17 Class Member definition.

18 29. The Notice (Exhibit B) also fulfills the neutrality requirement. It summarizes the
19 proceedings to date and the terms and conditions of the settlement in an informative and coherent
20 manner, and is accurate, objective, and understandable to class members, as is required under
21 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
22 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
23 settlement approval decision has yet to be made. Accordingly, the Notice complies with the
24 standards of fairness, completeness and neutrality required of a settlement class notice.

25 30. I have experience in wage and hour class action litigation. I have been approved
26 as class counsel in other wage/hour class actions, and I am currently litigating others. Although
27 not an all-inclusive list, over the years I have prosecuted the following class action matters as Co-
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Counsel, and co-lead counsel, all of which implicated similar law and facts to those associated with this Action:

- a. ***West v. Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class. Arbitration Award confirmed.
- b. ***In re BCBG et al.***; Orange County Superior Orange County Superior Court, Case No. JCCP Case No.: 4582. Wage and Hour Class Action seeking past wages for meal and rest period violations, overtime, split shift violations, failure to reimburse expenses for non-exempt employees employed by defendant in the state of California. Case settled, Final Approval granted, no objections and funds fully distributed.
- c. ***Sandoval v. Luxxotic Retail et al.***; USDC Northern Division, Case No. 4:10-cv-05824. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks, misclassification. Case settled, Final Approval granted, no objections and funds fully distributed.
- d. ***Archie v. No Ordinary Moments, Inc.***; Riverside County Superior Court, Case No. RIC 1216554. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations, reimbursement of expenses, failure to provide accurate paystubs. Case settled, Final Approval granted, no objections and funds fully distributed.
- e. ***Ghafoori v. Bethesda Lutheran Communities et al.***; Orange county superior Court Case No., 30-2013-00639380 Wage and Hour Class Action seeking reimbursement of meal and rest break violations. Case settled, Final Approval granted, no objections and funds distributed.
- f. ***Meli v. Exxon Mobile et al.***; USDC Central District, Case No. SACV 09-00485. Wage and Hour Class Action seeking past wages for overtime, meal

1 and rest break violations. Case settled, Final Approval granted, no objections
2 and funds fully distributed.

- 3 g. ***Cole v. CRST et al.***; USDC, CENTRAL DISTRICT, Case No. 5:08-cv-
4 01570-VAP-OP. Wage and Hour Class Action seeking past wages for meal
5 and rest period violations for non-exempt employees employed by Defendant
6 in the state of California. Awaiting appeal in the 9th Circuit.
- 7 h. ***Carrion v. Anaheuser-Busch Inc. et al.***; Los Angeles County Superior Court,
8 Case No. BC413225. Wage and Hour Class Action seeking past wages for
9 overtime, meal and rest break violations for driver employees in the State of
10 California. Case resolved in Arbitration.
- 11 i. ***Rashid v. Pacific Bell et al.***; Fresno County Superior Court, Case No.
12 10CECG03704. Wage and Hour Class Action seeking past wages for meal and
13 rest break violations for technician employees in the State of California.
14 Settled on an individual basis following the court's denial of class certification
15 in two other similarly situated cases.
- 16 j. ***Martinez v. Opus Bank, et al.***; Orange County Superior Court, Case No. 30-
17 2014-00745175 Wage and Hour Class Action seeking past wages for meal and
18 rest break violations. Final approval granted, no objections and funds fully
19 distributed.
- 20 k. ***Castro v. NMS Properties et al.***; Los Angeles County Superior Court, Case
21 No. BC503945. Wage and Hour Class Action seeking past wages for overtime,
22 meal and rest break violations, miss-classification of managers. Case settled on
23 individual basis, Final Approval granted, no objections and funds fully
24 distributed.
- 25 l. ***Talamantes v. Child Development et al.***; Riverside Superior Court, Case No.
26 MCC1300256. Wage and Hour Class Action seeking past wages for Overtime,
27 meal and rest break violations, failure to indemnify expenditures. Final
28 Approval granted, no objections and currently awaiting distribution of funds.

- 1 m. ***Kaelan v. Regis Corporation et al.***; Eastern District of California, Case No.
2 2:14-cv-01408-KJM-DB. Wage and Hour Class Action seeking past wages for
3 failure to reimburse expenditures, unfair competition, failure to timely pay
4 wages. Case settled, Final Approval granted, no objections and funds fully
5 distributed.
- 6 n. ***Ghafoori v. Vocational Visions, et al.***; Orange County Superior Court, Case
7 No. 30-2014-00732941-CU-OE-CXC Wage and Hour Class Action seeking
8 past wages for meal and rest break violations. No objections and funds fully
9 distributed.
- 10 o. ***Prive v. The Boot Camp, et al.***; San Bernardino County Superior Court, Case
11 No. CIVDS1712280 Wage and Hour Class Action seeking past wages for
12 failure to reimburse expenditures, unfair competition, failure to timely pay
13 wages, meal and rest break violations, case settled, pending Preliminary
14 approval.
- 15 p. ***Posadas v. JPMorgan Chase Bank, et al.***; San Diego County Superior Court,
16 Case No. 37-2017-00013370-CU-OE-CTL Wage and Hour Class Action
17 seeking past wages for labor code violations. No objections and funds fully
18 distributed.
- 19 q. ***Palomo v. Home Case Assistance, et al.***; Santa Barbara County Superior
20 Court, Case No. 18CV0359 Wage and Hour Class Action seeking past wages
21 for labor code violations. Matter resolved on an individual basis.
- 22 r. ***Mohagen v. The Pep Boys Manny Moe and Jack, et al.***; Orange County
23 Superior Court, Case No. 30-2019-01045776 PAGA action seeking past wages
24 for labor code violations.
- 25 s. ***McKee v. Legends et al.***; Orange County Superior Court, Case No. 30-2018-
26 01024729 PAGA and Class action seeking past wages for labor code
27 violations. Matter stayed pending Defendant's appeal.
- 28 t. ***Silva v. Advance America, JCCP 5019*** Wage and Hour Class Action seeking

1 past wages for labor code violations. No objections awaiting Final Approval.

2 31. Here, the Parties' contractual agreement to pay in attorneys' fees what would
3 amount to be 33.33% of the maximum settlement amount is reasonable (as addressed in detail
4 above). James Hawkins APLC and Kring and Chung, LLP have been the only two firms to
5 represent Plaintiffs and the Class Members in this matter, and we have borne the entire risk and
6 cost of this litigation on a pure contingency basis. Kring and Chung LLP who represented Carone
7 has also agreed to this settlement and will provide their Declaration for the Preliminary Approval.
8 The legal issues raised in this case were complex, and drew significantly upon the experience of
9 Class Counsel and our extensive review and analysis of this Action. In a complex Action such as
10 this, Class Counsel's proposed attorneys' fees are, at the very least, on the low side of the market
11 rate for contingency fees.

12 32. Despite the complexity of the case, Class Counsel has, through the investment of
13 substantial effort and the resources of our law firm, been able to secure an outstanding settlement
14 on behalf of the Class Members. Plaintiff would have faced substantial legal and factual
15 obstacles in demonstrating that Class certification was appropriate. Plaintiff will also be required
16 to establish a significant amount of witness testimony, pattern and practice evidence, statistical
17 evidence, sampling evidence, expert testimony, and other evidence in order to evaluate and
18 present arguments at both class certification and trial. Defendant has vigorously contested
19 liability, the amount of claimed damages, and the propriety of Class certification, and would have
20 continued to do so through trial.

21 33. Class counsel believes the Settlement to be fair, reasonable, and adequate and that
22 it is in the best interest of the Class Members. The fairness and adequacy of the Settlement is
23 confirmed by all known facts and circumstances, including the risk of significant delay and
24 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
25 potential appellate issues. Defendant and Defendant's counsel also agree that the settlement is
26 fair, reasonable and adequate.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed on
2 this 17th day of December, 2021 at Orange, California.

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4 /s/ Sean S. Vahdat

5 Sean S. Vahdat
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EXHIBIT A

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DBA HERITAGE POINTE*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

AARON FLOTT, individually and on behalf
of the proposed class,

Plaintiffs,

v.

JEWISH HOME FOR THE AGING OF
ORANGE COUNTY, INC., a California
Corporation, dba HERITAGE POINTE; and
DOES 1 through 50 inclusive

Defendants.

CASE NO.: 30-2020-01141665-CU-OE-CSC
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Kirk Nakamura, Dept. CX-103*

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

Complaint Filed: June 4, 2020
FAC Filed: August 11, 2020
Trial Date: None Set

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DONNA CARONE, individually and on
behalf of all aggrieved employees,

Plaintiff,

v.

JEWISH HOME FOR THE AGING OF
ORANGE COUNTY, INC., a California
Corporation, and DOES 1 through 23
inclusive

Defendants.

CASE NO.: 30-2020-01152256-CU-OE-CXC

REPRESENTATIVE ACTION

Assigned for all purposes to the
Honorable Kirk Nakamura, Dept. CX-103

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

Complaint Filed: July 21, 2020
Trial Date: None Set

1 This Stipulation of Class Action Settlement and Release is entered into by Plaintiffs
2 Donna Carone and Aaron Flott (hereinafter collectively, "**Named Plaintiffs**"), on the one hand,
3 and Defendant Jewish Home for the Aging of Orange County dba Heritage Pointe (hereinafter,
4 "**Defendant**") on the other.

5 WHEREAS, Named Plaintiffs are former employees of Defendant;

6 WHEREAS, on or about May 12, 2020, Named Plaintiff Donna Carone gave written
7 notice to the California Labor and Workforce Development Agency pursuant to Cal. Lab. Code
8 § 2699.3(a), a true and correct copy of which is attached hereto as **Exhibit "1"** (hereinafter, the
9 "**Carone PAGA Notice**");

10 WHEREAS, on or about July 21, 2020, Plaintiff Donna Carone filed a complaint
11 (hereinafter, the "**Carone Complaint**") alleging a claim for violations of the Private Attorney
12 General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("**PAGA**") in the Superior Court of
13 California, County of Orange thereby initiating the civil action numbered 30-2020-01152256-
14 CU-OE-CXC in such Court, (hereinafter, the "**Carone PAGA Action**" or the "**Carone PAGA**
15 **Lawsuit**");

16 WHEREAS, on or about November 19, 2020, Defendant filed an answer to the Carone
17 Complaint (hereinafter, the "**Carone Matter Answer**").

18 WHEREAS, on or about June 4, 2020, Plaintiff Aaron Flott filed a complaint (hereinafter,
19 the "**Flott Complaint**") in the Superior Court of California, County of Orange thereby initiating
20 the civil action numbered 30-2020-01141665-CU-OE-CXC in such Court (hereinafter, the
21 "**Class Action**" or the "**Class Lawsuit**");

22 WHEREAS, on or about June 4, 2020, Plaintiff Aaron Flott gave written notice to the
23 California Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a),
24 a true and correct copy of which is attached hereto as **Exhibit "2"** (hereinafter, the "**Flott PAGA**
25 **Notice**");

26 WHEREAS, on or about August 11, 2020, Plaintiff Aaron Flott filed a First Amended
27 Complaint (hereinafter, the "**Flott FAC**"), amending the Flott Complaint by adding a claim for
28 violations of the PAGA;

1 WHEREAS, on or about October 16, 2020, Defendant filed an answer to the Flott FAC
2 (hereinafter, the “**Flott Matter Answer**”);

3 WHEREAS, the Carone PAGA Notice, the Carone Complaint, the Flott PAGA Notice,
4 the Flott Complaint, and the Flott FAC shall be hereinafter collectively referred to as the
5 “**Complaint**”;

6 WHEREAS, the Carone Matter Answer and the Flott Matter Answer shall be hereinafter
7 referenced as the “**Answer**”);

8 WHEREAS, the Complaint and the Answer are incorporated herein by reference as
9 though fully set forth;

10 WHEREAS, the Named Plaintiffs and Defendant shall be hereinafter collectively referred
11 to as the “**Parties**”;

12 WHEREAS, to avoid the inherent risks and costs of litigation, the Parties want to
13 completely settle all claims that were or could have been asserted in the Complaint;

14 NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all
15 such claims as follows:

16 **1. DEFINITIONS**

17 The terms defined above shall have the meanings therein given, for all purposes in this
18 Joint Stipulation of Class and PAGA Settlement, including in any exhibits hereto. And, the
19 following defined terms used in this Joint Stipulation of Class and PAGA Settlement and any
20 exhibits hereto will have the meanings given them below.

21 1.1. Agreement. “Agreement”, “Settlement”, and “Joint Stipulation” means this Joint
22 Stipulation of Class and PAGA Settlement.

23 1.2. Class. “Class,” “Class Members,” “Settlement Class,” or “Settlement Class
24 Members” shall mean all persons employed by Defendant in a Class Position, at any time during
25 the Class Period. The Parties have agreed to cap the number of Class Members to no more than
26 471 to the extent Defendant ends up employing new employees in a Class Position during the
27 Class Period. As of the date of mediation, the number of Class Members that Defendant’s
28 Counsel reported to Class Counsel was 459. The Parties have agreed that this number may

1 increase by no more than five percent (5%) prior to the Date of Preliminary Approval. If the
2 number of Class Members reaches 471 prior to the Date of Preliminary Approval, then no
3 additional employees employed by Defendant in a Class Position after the number of Class
4 Members reaches 471 shall be included in the Class. Under no circumstance will the number of
5 Class Members be greater than 471.

6 1.3. Class Administrator. "Class Administrator" means ILYM, Inc., a third party
7 professional class action claims administrator, jointly selected by the Parties and/or appointed by
8 the Court to perform the Class Administration Duties.

9 1.4. Class Administrator Declaration. "Class Administrator Declaration" shall mean a
10 declaration attesting, in detail, to the steps taken through the date of such declaration in
11 performing the Class Administration Duties, that the procedures contemplated in Sections 2.5
12 through 2.7 below are complete, and that the Class Administrator has all information needed to
13 perform any remaining Class Administration Duties, including calculation of the amounts of the
14 respective Eligible Class Member Shares.

15 1.5. Class Administration Costs. "Class Administration Costs" shall mean the fees and
16 expenses reasonably and necessarily incurred by the Class Administrator as a result of
17 performing the Class Administration Duties. Class Administration Costs shall be paid from the
18 Gross Settlement Amount. Based on an estimate provided by the Class Administrator based on
19 presently and reasonably available information, the Parties stipulate that Class Administration
20 Costs shall be up to \$9,000. Should any actual Class Administration Costs turn out to be less than
21 the projected amount, the Parties agree that the savings will be allocated to the Net Settlement
22 Amount, to be distributed to Eligible Class Members in proportion to their respective numbers
23 of Eligible Class Member Workweeks. Should any actual reasonable and necessary Class
24 Administration Costs be more than the above estimated amount, and the Parties stipulate that the
25 Class Administrator should be paid such amounts, Named Plaintiffs will apply to the Court for
26 an adjustment, with any additional Class Administration Costs to be paid from the Gross
27 Settlement Amount, accompanied by a corresponding reduction in other another element or other
28 elements of the Gross Settlement Amount, to be approved by the Court as part of Final Approval.

1 1.6. Class Administration Duties: “Class Administration Duties” shall mean the duties
2 of the Class Administrator as set forth in this agreement and as may be ordered by the Court.

3 1.7. Class Certification. “Class Certification” shall mean certification of the Class
4 pursuant to Cal. Code Civ. Proc. § 382 and other applicable law, for purposes of this Settlement
5 only, without prejudice to Defendant’s ability to oppose or otherwise challenge such certification,
6 except that Defendant shall not so oppose or otherwise challenge such certification for purposes
7 of performing Defendant’s duties under this Settlement, which include to make all reasonable
8 efforts to give such Settlement full force and effect.

9 1.8. Class Counsel. “Class Counsel” refers to Kring & Chung, LLP, including the
10 attorneys in such firm, Kyle D. Kring (SBN 123378) and Tyler D. Kring (SBN 325588), and also
11 to James Hawkins APLC, including attorneys in such firm, James R. Hawkins (SBN 192925)
12 and Sean S. Vahdat (SBN 239080) and/or any such further attorneys for the Class and/or Named
13 Plaintiffs as may appear in the action and/or be appointed by the Court.

14 1.9. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean an
15 amount of up to Two Hundred Forty Five Thousand United States Dollars and Zero Cents
16 (\$245,000.00), or 33.333% (one-third) of the Gross Settlement Amount, in Class Counsel’s Fees
17 subject to Court approval, plus actual costs and expenses incurred by Class Counsel related to
18 the Action as supported by declaration, which are currently estimated to be no greater than
19 [\$30,000.00_____]. Class Counsel Fees and Costs shall be paid to Class Counsel from the
20 Qualified Settlement Fund by the Class Administrator. Such payment of Class Counsel Fees and
21 Costs shall be deemed to be full satisfaction of any obligation by Defendant to pay any attorney
22 fees, attorney costs and/or other fees or costs to Named Plaintiffs, Class Members, and/or any of
23 their attorneys in relation to the Action. Any future adjustments to the amount of the Class
24 Counsel Fees and Costs, including by the Court, shall not constitute a basis for this Settlement
25 being void or Void *Ab Initio*, unless such adjustment shall have the effect of increasing the Gross
26 Settlement Amount, whereupon this Settlement will be voidable by Defendant as provided for in
27 this Agreement.

28 1.10. Class Notice. “Class Notice” shall mean a notice to Class Members pursuant to

Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in **Exhibit “5”** hereto and distributed by the Class Administrator in accordance with Section 2.6 below.

1.11. Class Member Objection. “Class Member Objection” shall mean a Class Member’s objection made pursuant to the provisions of Section 2.7 below.

1.12. Class Member Objector. “Class Member Objector” shall mean a Class Member who submits a Class Member Objection. A Class Member Objector shall not be considered an Opt-Out unless he or she submits a valid Opt-Out Request.

1.13. Class Member Work Week. “Class Member Work Week” shall mean a Work Week in which a Class Member was employed by Defendant in California in a Class Position, for all or part of such Work Week. For purposes of this Settlement, every Class Member shall be deemed to have performed at least some work for Defendant during each of their respective Class Member Work Weeks that wholly or partially occurred during the Class Period. The Class Administrator shall calculate the total number of Class Member Work Weeks with reference to Class Members’ dates of employment in Class Positions during the Class Period, and without regard or reference to time records, records of leave of absence, sick time, or other temporary absences from work.

1.14. Class Period. “Class Period” shall mean the time period from June 4, 2016 to the Date of Preliminary Approval.

1.15. Class Position. “Class Position” shall mean a non-exempt, hourly-paid employment position with Defendant in California.

1.16. Court. “Court” refers to the Superior Court of California, in and for the County of Orange, or any such further courts, arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

1.17. Date of Preliminary Approval. The “Date of Preliminary Approval” means the day on which the Court enters an order of Preliminary Approval of the Settlement.

1.18. Defendants’ Counsel. “Defense Counsel” or “Counsel for Defendants” shall mean Fisher & Phillips LLP, 2050 Main Street, Suite 1000, Irvine, California 92614, and the attorneys in such firm including Usama Kahf (State Bar No. 266443) and Lauren Roseman (State Bar No.

1 316800).

2 1.19. Effective Date. "Effective Date" shall mean the date on which all of the following
3 have occurred:

4 1.19.1. All provisions of Rule 3.769 of the California Rules of Court have been
5 complied with;

6 1.19.2. Entry by the Court of Preliminary Approval;

7 1.19.3. Receipt by Defendant of written notice of such entry of Preliminary
8 Approval pursuant to the California Code of Civil Procedure and the California Rules of Court,
9 or Defendant's express waiver of such notice;

10 1.19.4. Completion of all those Class Administration Procedures which this
11 Settlement dictates will take place in advance of the Final Approval Hearing;

12 1.19.5. The Court setting and conducting a Final Approval Hearing pursuant to
13 Rule 3.769(g) of the California Rules of Court;

14 1.19.6. Entry by the Court of an order of Final Approval of the Settlement and a
15 Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

16 1.19.7. Receipt by Defendant of written notice of such entry of Final Approval
17 and Judgment, or Defendant's express waiver of such notice; and

18 1.19.8. Final Approval has become Final. For purposes of this provision, "Final"
19 means:

20 1.19.8.1. if no Class Member Objections are made and/or are made
21 and withdrawn, the date the Court enters its order granting Final Approval of the settlement and
22 its Judgment pursuant to Rule 3.769(h) of the California Rules of Court;

23 1.19.8.2. if any Class Member Objections are made and not
24 withdrawn, and if no appeal, review or writ is sought from the Judgment, the sixty-first (61st)
25 day after entry of Judgment;

26 1.19.8.3. if rehearing, reconsideration and/or appellate review of the
27 Judgment is sought, the day after any and all avenues of rehearing, reconsideration and appellate
28 review have been exhausted and no further rehearing, reconsideration or appellate review is

1 permitted, and the time for seeking such review has expired, and the Judgment has not been
2 modified, amended or reversed in any way; or

3 1.19.8.4. if a Class Member Objector appeals from any ruling by the
4 Court overruling such objection in whole or in part, the date when the Court's order of Final
5 Approval and final Judgment have been affirmed on appeal;

6 and

7 1.19.9. The existence of a sufficient number of Eligible Class Members such that
8 the number of Class Members who, as of the date of the completion of all Class Administration
9 Procedures are not Eligible Class Members, does not exceed five percent (5%) of the total Class
10 Members. If the number of Class Members who are not Eligible Class Members exceeds such
11 percentage, then Defendant shall have the absolute right (but not the obligation) to deem this
12 Settlement Void Ab Initio upon written notice to Class Counsel, the Court, and the Class
13 Administrator. Should Defendant exercise its right(s) under this clause, Defendant shall be
14 responsible for the costs of administration, if any. If Defendant, within five days of the Class
15 Administrator's written notice to all Parties that the number of Class Members who are not
16 Eligible Class Members exceeds 5% of all Class Members, fail to advise Named Plaintiffs in
17 writing that they will withdraw from the Settlement, this circumstance will not determine the
18 Effective Date.

19 1.20. Eligible Class Member. "Eligible Class Member" means a Class Member who is
20 not an Opt-Out.

21 1.21. Eligible Class Member Share. "Eligible Class Member Share" shall mean the
22 portion of the Net Settlement Amount that will be allocated to each Eligible Class Member,
23 according to the following method: first, dividing the Net Settlement Amount by the total number
24 of Eligible Class Member Work Weeks to arrive at the Eligible Work Week Rate, and then
25 second, by multiplying the resulting Eligible Work Week Rate by the total number of Eligible
26 Class Member Work Weeks for each respective Eligible Class Member. Payment of Eligible
27 Class Member Shares shall be subject to legally required withholdings, deductions, and
28 contributions. As to the Named Plaintiffs, the amount of their Eligible Class Member Shares is

1 in addition to the Named Plaintiffs' Enhancement.

2 1.22. Eligible Class Member Work Week. "Eligible Class Member Work Week" shall
3 mean a Class Member Work Week during which an Eligible Class Member worked in a Class
4 Position.

5 1.23. Eligible Class Member Work Week Rate. "Eligible Class Member Work Week
6 Rate" shall mean the amount calculated by the Class Administrator as due to each Eligible Class
7 Member for each Eligible Class Member Work Week.

8 1.24. Final Approval. "Final Approval" shall mean an order of the Court finally
9 approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting
10 Class Certification.

11 1.25. Final Approval Hearing. "Final Approval Hearing" shall mean the hearing on a
12 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California
13 Rules of Court.

14 1.26. Gross Settlement Amount. "Gross Settlement Amount" means the maximum
15 possible amount Defendant shall pay as a consequence of this Settlement excluding any separate
16 payments to Flott and/or Carone for settlement of their individual claims as both have separately
17 executed individual agreements with Defendant. The Gross Settlement Amount is Seven
18 Hundred Thirty-Five Thousand United States Dollars (\$735,000.00).

19 1.27. Judgment. "Judgment" means a Judgement of the Court in accordance with Rule
20 3.769(h) of the California Rules of Court.

21 1.28. LWDA. The "LWDA" shall mean the California Labor and Workforce
22 Development Agency.

23 1.29. LWDA Fund. "LWDA Fund" shall mean the amount payable to the LWDA
24 pursuant to the Joint Stipulation of Settlement, which shall be Twenty-Two Thousand Five-
25 Hundred United States Dollars (\$22,500). This amount shall be deemed to be seventy-five
26 percent (75%) of an overall amount of Thirty Thousand United States Dollars (\$30,000) of the
27 Gross Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of
28 such allocation, Seven Thousand Five-Hundred United States Dollars (\$7,500) shall be deemed

1 part of the Net Settlement Amount and shall be accordingly distributed to the PAGA Class
2 Members as a proportionate part of their PAGA Class Member Shares, proportionate to their
3 number of PAGA Class Member Pay periods.

4 1.30. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of
5 Seven Thousand Five-Hundred United States Dollars (\$7,500) referenced in Section 1.29 above.

6 1.31. Named Plaintiffs Enhancement. “Named Plaintiffs Enhancement” shall mean the
7 respective amounts approved by the Court to be paid to Named Plaintiffs in addition to their
8 respective individual Eligible Class Member Shares, in consideration for their effort in coming
9 forth as a class and PAGA representative. The Parties agree that the Named Plaintiffs
10 Enhancement shall be Eight Thousand United States Dollars (\$8,000) for each Named Plaintiff,
11 for a total of Sixteen Thousand United States Dollars (\$16,000), subject to the Court’s approval,
12 to be paid via 1099. No additional payment will be made to Carone and Flott besides the Named
13 Plaintiffs Enhancement, as Carone and Flott previously signed an individual settlement and
14 general release with Defendant.

15 1.32. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross
16 Settlement Amount minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c)
17 the LWDA Fund, and (d) the Named Plaintiffs Enhancement.

18 1.33. Notice Packet: “Notice Packet” shall mean a packet mailed by the Class
19 Administrator pursuant to Section 2.6 below, containing the Class Notice, and any other
20 accompanying documents required by this Settlement and/or the Court’s Order of Preliminary
21 Approval.

22 1.34. Opt-Out(s). “Opt-Out(s)” refers to Class Members who have submitted an Opt-
23 Out Request.

24 1.35. Opt-Out Request. “Opt-Out Request” means a timely and valid written request for
25 exclusion from the Settlement by a Class Member, pursuant to the provisions of Section 2.7
26 below.

27 1.36. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act
28 of 2004, Cal. Lab. Code §§ 2698, *et seq.*

1.37. PAGA Class. "PAGA Class" or "PAGA Class Members" shall mean all persons employed by Defendant in a Class Position at any time during the PAGA Period.

1.38. PAGA Class Member Share. "PAGA Class Member Share" shall mean the portion of the LWDA Fund Remainder that will be allocated to each PAGA Class Member, according to the following method: first, dividing the LWDA Fund Remainder by the total number of PAGA Class Member Pay Periods to arrive at the PAGA Pay Period Rate, and then second, by multiplying the resulting PAGA Pay Period Rate by the total number of PAGA Class Member Pay Periods for each respective PAGA Class Member. Payment of PAGA Class Member Shares shall be not subject to legally required withholdings, deductions, and contributions.

1.39. PAGA Class Member Pay Period. "PAGA Class Member Pay Period" shall mean a Class Member Pay Period during which a PAGA Class Member worked in a Class Position.

1.40. PAGA Class Member Pay Period Rate. "PAGA Class Member Pay Period Rate" shall mean the amount calculated by the Class Administrator as due to each PAGA Class Member for each PAGA Class Member Pay Period.

1.41. PAGA Period. "PAGA Period" shall mean the time period from May 6, 2019 to the Date of Preliminary Approval.

1.42. Party. "Party" shall mean, individually, one of the Parties, and each of them.

1.43. Preliminary Approval. "Preliminary Approval" shall mean an order of the Court preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court, granting conditional Class Certification for purposes of the Class Administration Procedures, certifying Class Counsel, approving the form of Class Notice, establishing Class Administration Procedures, and (if the Court shall do so) scheduling a Final Approval Hearing.

1.44. QSF / Qualified Settlement Fund. "QSF" or "Qualified Settlement Fund" shall mean the Qualified Settlement Fund established by the Class Administrator for the payment of the Settlement Payment Amount.

1.45. Released Claims. The term "Released Claims" shall have the meaning set forth in **Exhibit "3"** hereto.

1 1.46. Released Parties. The term “Released Parties” shall have the meaning set forth in
2 **Exhibit “3”** hereto.

3 1.47. Settlement Payment Amount. “Settlement Payment Amount” means the Gross
4 Settlement Amount, consisting of several elements including, without limitation: Eligible Class
5 Member Shares, Class Administration Costs, the Named Plaintiffs Enhancement, the LWDA
6 Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members’
7 portion of withholdings, contributions, deductions, taxes, fees and any other amounts due to
8 government agencies and/or tax authorities in relation to any payments pursuant to this
9 Agreement.

10 1.48. Void Ab Initio. “Void *Ab Initio*” shall mean a circumstance in which this
11 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement
12 had never been entered into. Such circumstance will be deemed to exist only if any of the
13 following having occurred: (a) the Court has so ordered; (b) any of the Parties has materially
14 breached this Agreement and either such breach cannot be cured, or after reasonable notice to
15 the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the
16 non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties
17 have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such
18 un-cured or un-curable breach is non-material; (c) conditions have become such (including, for
19 example, that the Court has refused to approve the Settlement) that the Effective Date has not
20 occurred and cannot reasonably be expected to occur in the future; and/or (d) as otherwise
21 specifically provided for in this Agreement.

22 1.49. Work Week: “Work Week” shall mean a continuous period of seven (7) full
23 calendar days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such
24 period, are also within the Class Period.

25 **2. TERMS AND CONDITIONS OF SETTLEMENT**

26 In addition to the definitional elements set forth above, the terms and conditions of the
27 class settlement shall be as follows:

28 2.1. Certification for Settlement Purposes Only. The Parties stipulate that Class

1 Certification should be granted as to the Class, for purposes of this Settlement only.

2 2.2. Contentions and Defenses: Compromise. The Parties have determined that this
3 Settlement represents a fair and reasonable compromise of disputed claims for wages and other
4 monetary and non-monetary relief, following a reasonably thorough investigation. The Parties
5 have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named
6 Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to
7 which they or the Class would be entitled if the Action were to be further litigated. Defendant
8 does not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class
9 would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendant admit to any
10 unlawful conduct. The Parties hereby reserve all of their rights to litigate the Action and seek all
11 available forms of relief should this Settlement not be given effect.

12 2.3. Confidentiality and Class Member Communications. Until Class Counsel files a
13 motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement
14 strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with
15 Class Members other than the Named Plaintiffs only if such additional Class Members initiate
16 contact with Class Counsel in such regard. Also, until such time, neither any Party nor their
17 counsel may otherwise make any public statement or comment or make any disclosures of any
18 kind about this Settlement to anyone, including without limitation, the public, or press, or on any
19 public or semi-public forum on the internet (such as social media) without the express written
20 permission of each of the other Parties. Such confidentiality provisions shall remain in force
21 following Preliminary Approval as well, with the following exceptions: (a) the Class
22 Administrator may take steps reasonably necessary to perform Class Administration Duties; (b)
23 Class Counsel and Named Plaintiffs may take reasonably necessary steps to perform their duties
24 as such; and (c) Class Counsel may list or disclose this Lawsuit and Settlement as among their
25 handled cases in court filings or motions only, but may not disclose the terms of the Settlement
26 on any firm publication or other public media. In the interest of permitting the Class Notice and
27 administration process to function on its own, Named Plaintiffs themselves agree not to discuss
28 this Settlement with any Class Members or any other individuals except for their attorneys,

1 financial representatives, accountants and/or spouse. Defendant agrees not to discourage Class
2 Members from, and agree not to encourage them to, exercise any of their rights or obligations
3 pursuant to this Agreement. Defendant will instruct its officers, directors, managers and
4 supervisors that that, should they be contacted by Class Members or persons who believe they
5 may be Class Members in relation to this Agreement, such officers, directors, managers and
6 supervisors should make no comment except by directing the employees to Defendant's Human
7 Resources, who will be instructed to direct such Class Members to the Class Administrator and
8 to provide such Class Members with contact information for the Class Administrator.

9 2.4. Preliminary Approval. As soon as possible following execution of this
10 Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will
11 submit therewith a proposed order, substantially in the proposed form of **Exhibit "4"** hereto. The
12 Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the
13 Court.

14 2.5. Class Administration Procedures – Class List. Within thirty (30) days of
15 Defendant's receipt of notice of entry of Preliminary Approval, Defendant shall cause to be
16 delivered by email or otherwise to the Class Administrator a list of the Class Members that
17 includes their names, last known home address(es), full social security numbers, and dates of
18 employment with Defendants in a Class Position during the Class Period, all of which
19 information shall be based upon Defendant's reasonably available business records and/or the
20 best reasonably available personal knowledge of Defendant's employees and agents. To the
21 extent any of the needed Class Member information is unavailable and cannot be obtained
22 through Defendant's requests and/or subpoenas, Defendant shall provide to the Class
23 Administrator whatever information it has that might allow the Class Administrator to attempt to
24 identify, and locate contact information for, the Class Members whose information cannot be so
25 obtained, and the Class Administrator will conduct an investigation to attempt to locate such
26 Class Members. Defendant shall not be deemed to be out of compliance with its 30-day deadline
27 pursuant to this Section 2.5 to deliver the Class Member information, provided it has acted with
28 diligence in complying with the provisions of this Section relating to obtaining Class Member

1 information. The Parties will cooperate in adjusting the settlement administration schedule,
2 including stipulations and/or motions to the Court if needed, to accommodate the need to
3 complete the process described in this Section 2.5.

4 2.6. Class Administration Procedures – Notice to Class. Within ten (10) days after
5 completion of the processes in Section 2.5 above, the Class Administrator will mail a Notice
6 Packet to each Class Member via United States Mail, first class, postage pre-paid. Prior to such
7 mailing, the Class Administrator will calculate the estimated Eligible Class Member Shares and
8 if applicable PAGA Class Member Shares of each respective Class Member, based upon an
9 assumption that all Class Members will become Eligible Class Members, that no Class Member
10 Opt-Out Requests, or other disputes pursuant to Section 2.7 below will be submitted, and that no
11 Class Members will be added to the Class. The amounts of such estimated Eligible Class Member
12 Shares will be disclosed on an individual basis in each Class Member's respective Class Notice,
13 along with the basis of the calculation of such shares in relation to the number of Class Member
14 Work Weeks for each such Class Member. If any mailed Notice Packets are returned as
15 undeliverable, then the Class Administrator shall promptly perform one "skip trace" or similar
16 search and shall promptly re-mail the same Notice Packet (or a true and correct copy thereof) to
17 any new addresses disclosed by such search. If any Notice Packets are re-mailed, the Class
18 Member shall have an additional 10 calendar days to opt-out, dispute, or object to the Settlement.
19 If the process set forth in this Section and any other procedures ordered by the Court are followed,
20 the Class Notice will be deemed to have been adequately provided to all Class Members. In the
21 event the procedures in the Agreement are followed and a Class Member, nonetheless, does not
22 receive the Notice Packet, the intended recipient shall remain a Class Member, and will be
23 deemed an Eligible Class Member, unless such intended recipient submits a timely Class
24 Member Opt-Out Request.

25 2.7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,
26 and Disputes Concerning Class Member Status and Number of Class Member Work Weeks

27 2.7.1. *Class Member Objections – Filing and Service:* Any member of the
28 Settlement Class who wishes to make a Class Member Objection must give written notice to the

1 Class Administrator, with such notice being received by the Class Administrator within forty-
2 five (45) days of mailing of the Notice Packets to the Class Members. Such written notice shall
3 contain the relevant Class Member's name, address, telephone number, and signature, as well as
4 a statement to the effect that the Class Member objects to the settlement, the basis and/or reason
5 for such objection. A Class Member Opt-Out Request shall only be deemed to be a Class Member
6 Objection if it separately meets the requirements of this sub-Section. A Class Member's failure
7 to make a timely written Class Member Objection shall not be an absolute bar to a Class
8 Member's appearance at the Final Approval Hearing for the purpose of objecting to the
9 Settlement. Should the Court decide to hear any such oral objections, the appearing Class
10 Members shall be required to state at such hearing the reason(s) why they did not comply with
11 this provision. And, the Parties shall be given a reasonable opportunity to respond to such oral
12 objections.

13 2.7.2. *Class Member Objections – Responses*: Upon receipt of any documents
14 purporting to be Class Member Objections, the Class Administrator shall forthwith forward such
15 documents to Class Counsel and Defendant's counsel by e-mail and United States Mail.
16 Following receipt of such documents, Class Counsel and Defendant's counsel shall confer
17 regarding such documents purporting to be Class Member Objections. Class Counsel shall file
18 with the Court, in a separate document along with their motion for Final Approval, a joint
19 statement, not to exceed ten (10) pages, containing the Parties' points and authorities in response
20 to such documents purporting to be Class Member Objections, along with copies of such Class
21 Member Objections. If the Parties' responses differ in any respect, the jointly-held positions shall
22 be set forth in a separately entitled section, and the differently-held positions shall be set forth in
23 further separately-entitled sections of the joint response. The Parties may attach evidence to the
24 joint response, which shall not count toward the page limit. If the volume of documents
25 purporting to be Class Member Objections is sufficiently large such that ten (10) pages is
26 insufficient for the joint response, the Parties (or any of them) may apply to the Court for an
27 increase in the number of such pages. Should the Parties receive any untimely-filed, received, or
28 sent documents purporting to be Class Member Objections (or should the Parties receive them

1 less than ten (10) days prior to any due date for the motion for Final Approval), the parties may
2 file a further such joint response at any time prior to the Final Approval Hearing, but in any event
3 not later than ten (10) days after receiving such untimely documents.

4 2.7.3. *Opt-Out Requests*: Any member of the Settlement Class who wishes to
5 make an Opt-Out Request must deliver written notice (to include the relevant Class Member's
6 name, address, telephone number, and signature) to such effect to the Class Administrator, with
7 such notice being received by the Class Administrator within forty-five (45) days of mailing of
8 the Notice Packets to the Class Members. Such written notice shall set forth a statement to the
9 effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds
10 pursuant to the Settlement. The Class Administrator shall give Class Counsel and Defendant's
11 counsel no less than weekly notice of the number of Class Members who have submitted Opt-
12 Out Requests, as well as copies of any such Opt-Out Requests. Should any of the Parties wish to
13 dispute the validity of any documents purporting to be Opt-Out Requests, they shall notify the
14 Class Administrator and all other Parties via e-mail and U.S. Mail within ten (10) days of
15 receiving such documents, and in so doing they shall state the factual and legal basis for such
16 dispute. Prior to the deadline for submitting its declaration described in Section 2.8 below, the
17 Class Administrator shall make a determination as to the validity of the disputed Opt-Out
18 Requests, and the Class Administrator shall set forth its determinations in such declaration. The
19 Class Administrator's decisions in such regard shall be final and binding. A Class Member
20 Objection shall only be deemed to be an Opt-Out Request if it separately meets the requirements
21 of this sub-Section.

22 2.7.4. *Disputes Concerning Class Member Status*: Should any person who does
23 not receive a Class Notice directed to him or her wish to come forward purporting to be a Class
24 Member, such person shall notify the Class Administrator, no later than forty-five (45) days after
25 the Class Administrator's mailing of the Class Notice Packets. The Class Administrator shall
26 forthwith send any such documents to Class Counsel and Defendant's counsel via email and
27 United States Mail. Upon receipt of such notice, Defendant shall investigate the matter, including
28 with reference to their business records, and shall determine whether the person is a Class

1 Member. Then, within ten (10) days of receipt of such notice, Defendant shall notify the Class
2 Administrator and Class Counsel as to its determination of the person's status as a Class Member.
3 Defendant's determinations in such regard shall control. If the person is determined to be a Class
4 Member, the Class Administrator shall mail that person a Notice Packet, whereupon the same
5 procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes
6 Concerning Work Weeks set forth in this Agreement shall apply to such person.

7 2.7.5. *Disputes Concerning Class Member Work Weeks*: The Class Notices sent
8 to each Class Member shall separately set forth that person's estimated number of Class Member
9 Work Weeks. If for any reason a Class Member disagrees such estimate, such Class Member
10 deliver written notice to such effect to the Class Administrator, with such notice being received
11 by the Class Administrator within forty-five (45) days of mailing of the Notice Packets to the
12 Class Members. Such notice shall set forth the Class Member's basis for such disagreement,
13 including any and all documents supporting such basis. Upon receipt of such notices, the Class
14 Administrator shall forthwith send it to Class Counsel and Defendant's counsel, via e-mail and
15 United States Mail. Defendants shall investigate the matter, including by examining its business
16 records, and shall, within ten (10) days of receiving notice, inform Class Counsel and the Class
17 Administrator as to its determination regarding the Class Member's number of Class Member
18 Work Weeks. In the event that the Class Member does not provide any supportive documentation,
19 Defendant's determination shall control. In the event that the Class Member does provide
20 supportive documentation, Defendant shall, within the same ten (10) day period, either notify the
21 Class Administrator and Class Counsel that it stipulates to the Class Member's assertions
22 regarding his or her number of Class Member Work Weeks, or shall notify them that it disputes
23 such assertions, and shall provide the Class Administrator and Class Counsel with its proposed
24 determination, and the factual basis therefor, and any supporting documentation. The Class
25 Administrator shall then determine the Class Member's number of Class Member Workweeks,
26 and its determinations shall control.

27 2.7.6. No determinations by Defendant, the Class Administrator, the Court, or
28 any other person or entity pursuant to this Section 2.7 shall have the effect of increasing the

1 amount of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any
2 Class Member as a result of the resolution of such disputes shall be made in conjunction with
3 and subject to a proportionate reduction in other Eligible Class Members' Eligible Class Member
4 Shares, with specific amounts to be determined by the Class Administrator.

5 2.8. Class Administration Procedures – Class Administrator Declaration. Within ten
6 (10) days of the expiration of all the time periods provided for in Sections 2.5 through 2.7 above,
7 the Class Administrator shall provide Class Counsel and Defendant's counsel with the Class
8 Administrator Declaration. Should the Class Administrator be unable to provide the Class
9 Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendant's
10 counsel, who shall cooperate with the Class Administrator to forthwith remedy any such inability.

11 2.9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's
12 receipt of the declaration required of the Class Administrator by Section 2.8 above; or (b) sixteen
13 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon
14 Defendant and the Class Administrator a motion for Final Approval, and Class Counsel shall
15 include the Class Administrator's declaration with such filing. Should the date of Class Counsel's
16 receipt of the Class Administrator Declaration be less than ten (10) days prior to the court day
17 that is sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall make
18 reasonable efforts to file its motion for Final Approval not later than sixteen (16) court days prior.
19 If Class Counsel is unable to do so, or if Class Counsel otherwise believe based on other
20 circumstances they will not be able to file a timely motion for Final Approval, they shall seek *ex*
21 *parte* or other emergency relief from the Court in the form of shortening of the time for filing
22 and serving the Motion for Final Approval, or re-scheduling of the Final Approval Hearing.
23 Defendant shall co-operate in the seeking and obtaining of such relief.

24 2.10. Adjustments to Components of Gross Settlement Amount. This Agreement
25 contemplates that future adjustments to the amounts of components of the Gross Settlement
26 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
27 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.
28 Such future adjustments shall not constitute a basis for this Settlement being Void *Ab Initio*, but

1 rather shall be accompanied by adjustments to other components of the Gross Settlement
2 Amount, to avoid any increase in the Gross Settlement Amount. Any adjustments having the
3 effect of increasing the Gross Settlement Amount shall, at Defendant's exclusive option, render
4 this Settlement Void *Ab Initio*. Defendant represents and acknowledges that the number of Class
5 Members represented to Class Counsel for purposes of mediation was 459 and that Defendant
6 has since hired and may hire new employees in a Class Position prior to the Date of Preliminary
7 Approval. As stated in Section 1.2 above (Definition of "Class"), Defendant agrees that the Class
8 size shall not increase above five percent (5%) of the number represented to Class Counsel at
9 mediation. Defendant does not agree to any pro rata increase of the Gross Settlement Amount
10 based on the hiring of additional employees prior to the Date of Preliminary Approval, and
11 instead Defendant agrees that the total number of Class Members shall not exceed 471. If the
12 number of Class Members reaches 471 prior to the Date of Preliminary Approval, then any
13 additional persons hired thereafter in a Class Position shall not be included in the Class. Under
14 no circumstance will the number of Class Members be greater than 471.

15 2.11. Release. The Settlement includes a release of Released Claims against the
16 Released Parties. Each Eligible Class Member and PAGA Class Member shall be deemed, as of
17 the Effective Date, to have provided and to be subject to the release of Released Claims against
18 the Released Parties set forth in **Exhibit "3"** hereto. Plaintiff Aaron Flott acknowledges that he
19 has executed a valid general release with Defendant releasing all his individual non-PAGA
20 claims against the Released Parties. Plaintiff Donna Carone acknowledges that, prior to her filing
21 the Carone Complaint alleging a claim for violations of the PAGA, she executed a valid general
22 release with Defendant releasing all her individual non-PAGA claims against the Released
23 Parties.

24 2.12. Enforcement. This Agreement is enforceable pursuant to Rule 3.769(h) of the
25 California Rule of Court. If any Party is required to seek relief for an alleged breach of this
26 Agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs
27 including, if necessary, attorney's fees in connection with collection efforts or enforcement of
28 the confidentiality provisions of this agreement; provided however, that the aggrieved Party shall

1 be required to give notice to the opposing Party and meet and confer regarding the alleged breach
2 before filing any motion, or application for enforcement of, this Agreement.

3 2.13. Taxation and Withholding; Settlement Checks.

4 2.13.1. *Allocation.* The Parties agree that fifteen percent (15%) of the Net
5 Settlement Amount shall be allocated to Form W-2 wages, ten percent (10%) to interest, ten
6 percent (10%) to business expense reimbursements pursuant to Labor Code section 2802, and
7 sixty-five percent (65%) to penalties (including the LWDA Fund Remainder), with all interest,
8 expense reimbursements, and penalties subject to Form 1099 reporting, and that the same
9 allocations shall apply to each of the Eligible Class Member Shares. This allocation is for
10 purposes of Settlement only. The Class Administrator will pay from the QSF each Eligible Class
11 Member Share, the Eligible Class Members' shares of payroll taxes, deductions, contributions
12 and other amounts required to be paid to government agencies and/or tax authorities. The
13 payment of such taxes, deductions, contributions and other amounts shall be calculated based
14 upon Defendant's reasonably available records. The Class Administrator shall provide
15 reasonable notice to Defendant's Counsel of any records required for purposes of computing
16 taxes, deductions, contributions and other amounts, and Defendant shall undertake reasonable
17 efforts to provide the Class Administrator with same. The Class Administrator shall provide, as
18 appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law,
19 to each Eligible Class Member payee.

20 2.13.2. *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees
21 that (1) no provision of this Agreement, and no written communication or disclosure between or
22 among the Parties or their counsel and other advisers is or was intended to be, nor shall any such
23 communication or disclosure constitute or be construed or be relied upon as, tax advice within
24 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party
25 (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice
26 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement
27 based upon the recommendation of any other Party or any Counsel or advisor to any other Party,
28 and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or

1 advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no
2 attorney or advisor to any other Party has imposed any limitation that protects the confidentiality
3 of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally
4 binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction,
5 including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendant
6 or its Counsel will provide tax or financial advice, and Class Members are advised to seek
7 independent professional advice as to the tax or financial consequences of any payment they
8 receive, or may receive, as Class Members.

9 2.13.3. *No Effect on Employee Benefits.* The Eligible Class Member Shares shall
10 be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
11 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the
12 Eligible Class Members. The Parties agree that any monetary settlement payments to such
13 Eligible Class Members do not represent any modification of their previously credited hours of
14 service or other eligibility criteria under any employee pension benefit plan or employee welfare
15 benefit plan sponsored by the Released Parties. Any amounts paid, pursuant to this Agreement,
16 shall not be considered "compensation" in any year for purposes of determining eligibility for,
17 or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan
18 sponsored by the Released Parties.

19 2.13.4. *Non-Negotiated Instruments of Payment.* The expiration date of any
20 instruments of payment issued by the Class Administrator to Eligible Class Members will be one
21 hundred eighty (180) days from the date such instruments are issued and sent. The monies of any
22 such instruments of payment that are not negotiated by Eligible Class Members within one
23 hundred eighty (180) calendar days of the date of mailing of the instruments of payment shall be
24 deposited by the Class Administrator by the California State Controller's Unclaimed Property
25 Fund, and shall be deemed not to constitute any "unpaid cash residue" or "unclaimed or
26 abandoned funds" pursuant to Cal. Code. Civ. Proc. § 384. Within two hundred ten (210) days
27 after the date of mailing of the instruments of payment, the Class Administrator shall provide to
28 Class Counsel and Defendant's Counsel a verification/declaration signed under penalty of

1 perjury that the Class Administrator has complied with this provision.

2 2.14. Defendant's Payment of the Settlement Payment Amount. Upon the Effective
3 Date, the Class Administrator shall forthwith establish all financial accounts necessary to
4 establish the Qualified Settlement Fund, and the Class Administrator shall promptly notify
5 Defendant's Counsel and Class Counsel by email and U.S. Mail that such accounts have been
6 established and of the payment details necessary to fund the Qualified Settlement Fund. The
7 Class Administrator shall also advise Defendant as to any amounts Defendant will be required to
8 pay for Defendant's portion of any payroll taxes, deductions, contributions and other amounts
9 required to be paid to government agencies and/or tax authorities as a result of this Settlement
10 (hereinafter, "Defendant's Payroll Tax"). After the Defendant's receipt of such notice from the
11 Class Administrator, and provided that the Effective Date has occurred, Defendant shall make
12 such payments, not to exceed, in aggregate, the Settlement Payment Amount and Defendant's
13 Payroll Tax, in one installment within thirty (30) days after receipt of such notice from the Class
14 Administrator. Within fifteen (15) days after all funds necessary to fully fund the Qualified
15 Settlement Fund are in the accounts established by the Claims Administrator and are available
16 for disbursement, the Class Administrator shall disburse, pursuant to this Settlement and other
17 applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member,
18 as well as the LWDA Fund, the Named Plaintiffs' Enhancements, the Class Administration
19 Costs, the Class Counsel Fees and Costs, and Defendant's Payroll Tax. In disbursing the LWDA
20 Fund, the Class Administrator shall also submit to the LWDA any information or documentation
21 required for such disbursement, such as a copy of the Court's Final Approval order. The Claims
22 Administrator shall promptly notify Class Counsel and Defendant's counsel by email and U.S.
23 Mail that such disbursements and submissions have been made.

24 2.15. Cooperation and Reasonable Modifications. The Parties and their respective
25 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of
26 the conditions set forth in this Agreement, including without limitation, timely filing of all
27 motions, papers and evidence necessary to do so, and refraining from causing or encouraging
28 directly or indirectly the submission of any objection to this Agreement, the submission of any

1 Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings
2 seeking review of any order or judgment contemplated by the Settlement. This Agreement
3 contemplates that the Court and the Parties may make reasonable modifications to the Agreement
4 in order to give effect to its essential terms and to obtain Preliminary Approval and Final
5 Approval. Such modifications shall not render this Agreement Void *Ab Initio*, but rather the
6 Parties shall stipulate to such reasonable modifications and take all necessary steps to give them
7 effect. Any increase in the Gross Settlement Amount shall not be deemed to be a reasonable
8 modification, and any such increase shall render this Agreement Void *Ab Initio* except upon
9 signed, written agreement of Defendant.

10 2.16. Warranty of Authority. The undersigned each represent and warrant that each has
11 authority to enter into this Settlement, and that by doing so they are not in breach or violation of
12 any agreement with any third parties. The Parties further agree that the Action shall be stayed in
13 all respects until the final payment called for by this Settlement is made pending the occurrence
14 or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval
15 and Final Approval.

16 2.17. Flott's Warranty of Age. Plaintiff Aaron Flott warrants by executing this
17 Agreement that, as of the date such execution, he is less than forty (40) years of age.

18 2.18. Other Actions Enjoined. Defendant shall have the right to request, and Named
19 Plaintiffs will not oppose, that the Court enter an order that pending Final Approval, Class
20 Members who do not opt-out of the Settlement are barred from instituting or prosecuting any
21 claims or actions against the Released Parties which fall within the definition of the Released
22 Claims and that any pending actions against the Released Parties, whether in court or arbitration,
23 are stayed on an interim basis only as to any claims which fall within the definition of the
24 Released Claims.

25 2.19. Notices to Counsel. All notices, requests, demands and other communications
26 required or permitted to be given pursuant to this Agreement shall be in writing and shall be
27 delivered personally or mailed, postage prepaid, by first-class United States mail, to the
28 undersigned persons at their respective addresses as set forth herein (and, to the extent notice by

email is called for, the below email addresses shall be used):

Counsel for Plaintiffs:	Counsel for Defendants:
JAMES R. HAWKINS SEAN S. VAHDAT JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 james@jameshawkinsaplc.com sean@jameshawkinsaplc.com KYLE D. KRING TYLER D. KRING KRING & CHUNG, LLP 38 Corporate Park Irvine, CA 92606-5105 kkring@kringandchung.com tkring@kringandchung.com	USAMA KAHF LAUREN ROSEMAN FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614 ukahf@fisherphillips.com lroseman@fisherphillips.com

2.20. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

2.21. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

2.22. Limited Waiver of Arbitration. Upon the Effective Date, Defendant and Eligible Class Members will be deemed to have waived, for purposes of this Settlement only, any

1 contractual right to arbitrate Released Claims. Defendant waives the right to compel arbitration
2 of such Released Claims by Eligible Class Members, for purposes of giving effect to this
3 Settlement only, and conditionally upon the Effective Date being reached. Nothing in this
4 Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel
5 arbitration as to any claims other than the Released Claims of Eligible Class Members.

6 2.23. Counterparts. This Agreement may be executed in counterparts by way of true
7 and correct copies (including .pdf's or other electronic images) of signatures, each of which shall
8 have the same force and effect as an original, and all of which together shall constitute one and
9 the same instrument.

10 7/9/2021

11 DATE: _____



12 AARON FLOTT
13 PLAINTIFF AND CLASS REPRESENTATIVE

14 DATE: _____

15 DONNA CARONE
16 PLAINTIFF AND CLASS REPRESENTATIVE

17 DATE: _____

18 MIKE SILVERMAN
19 For Defendant JEWISH HOME FOR THE
20 AGING OF ORANGE COUNTY DBA
21 HERITAGE POINTE in his capacity as Chief
22 Executive Officer

23 APPROVED AS TO FORM AND CONTENT:

24 JAMES HAWKINS APLC

25 DATE: 7/14/21

26 
27 JAMES R. HAWKINS
28 SEAN S. VAHDAT
Attorneys for Plaintiff
AARON FLOTT

1 contractual right to arbitrate Released Claims. Defendant waives the right to compel arbitration
2 of such Released Claims by Eligible Class Members, for purposes of giving effect to this
3 Settlement only, and conditionally upon the Effective Date being reached. Nothing in this
4 Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel
5 arbitration as to any claims other than the Released Claims of Eligible Class Members.

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7 and correct copies (including .pdf's or other electronic images) of signatures, each of which shall
8 have the same force and effect as an original, and all of which together shall constitute one and
9 the same instrument.

10
11 DATE: _____

AARON FLOTT
PLAINTIFF AND CLASS REPRESENTATIVE

12
13
14 DATE: 6.26.21

D. Carone
DONNA CARONE
PLAINTIFF AND CLASS REPRESENTATIVE

15
16 DATE: _____

MIKE SILVERMAN
For Defendant JEWISH HOME FOR THE
AGING OF ORANGE COUNTY DBA
HERITAGE POINTE in his capacity as Chief
Executive Officer

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19
20 APPROVED AS TO FORM AND CONTENT:

JAMES HAWKINS APLC

21
22
23 DATE: _____

JAMES R. HAWKINS
SEAN S. VAHDAT
Attorneys for Plaintiff
AARON FLOTT

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2 of such Released Claims by Eligible Class Members, for purposes of giving effect to this
3 Settlement only, and conditionally upon the Effective Date being reached. Nothing in this
4 Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel
5 arbitration as to any claims other than the Released Claims of Eligible Class Members.

6 2.23. Counterparts. This Agreement may be executed in counterparts by way of true
7 and correct copies (including .pdf's or other electronic images) of signatures, each of which shall
8 have the same force and effect as an original, and all of which together shall constitute one and
9 the same instrument.

10

11 DATE: _____

AARON FLOTT
PLAINTIFF AND CLASS REPRESENTATIVE

12

13

14 DATE: 6.26.21

DONNA CARONE
PLAINTIFF AND CLASS REPRESENTATIVE

15

16

17 DATE: 7/20/21

MIKE SILVERMAN
For Defendant JEWISH HOME FOR THE
AGING OF ORANGE COUNTY DBA
HERITAGE POINTE in his capacity as Chief
Executive Officer

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24 DATE: _____

JAMES HAWKINS APLC

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JAMES R. HAWKINS
SEAN S. VAHDAT
Attorneys for Plaintiff
AARON FLOTT

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DATE: 6/25/2021

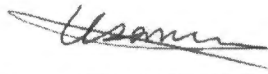
KRING & CHUNG, LLP



KYLE D. KRING
TYLER D. KRING
Attorneys for Plaintiff
DONNA CARONE

DATE: 7/16/2021

FISHER & PHILLIPS LLP

By: 

USAMA KAHF
LAUREN ROSEMAN
Attorneys for Defendant
JEWISH HOME FOR THE AGING OF
ORANGE COUNTY DBA HERITAGE
POINTE

1 **EXHIBIT 3**

2 **RELEASE OF CLAIMS BY CLASS**

3 A. In exchange for the consideration recited in this Settlement, Named Plaintiffs,
4 PAGA Class Members, and all Eligible Class Members on behalf of themselves and on behalf of
5 all who claim by or through them or in their stead, do hereby and forever release, acquit and
6 discharge and covenant not to sue Defendant Jewish Home for the Aging of Orange County dba
7 Heritage Pointe and each of Defendant's respective attorneys, past, present and future divisions,
8 affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
9 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
10 subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies,
11 insurers, reinsurers, related corporations, and/or privies, both individually and collectively, and
12 any individual or entity which could be jointly liable with Defendant or any of them (referred to
13 as the "Released Parties") for any and all claims, Named Plaintiffs, or any Eligible Class Member
14 has, ever had, or hereafter may claim to have as of the Effective Date against the Released Parties
15 arising from, related to, or that could have reasonably been asserted based on the allegations in
16 the Complaint, including without limitation claims for:

- 17 (1) Failure to timely pay wages, including minimum wage and overtime;
18 (2) Failure to provide meal periods;
19 (3) Failure to provide rest periods;
20 (4) Failure to pay "premiums" related to meal and/or rest periods;
21 (5) Failure to furnish accurate, itemized wage statements;
22 (6) Failure to reimburse business expenses;
23 (7) Failure to pay all wages upon separation of employment;
24 (8) Whistleblower Retaliation in violation of Labor Code section 1102.5;
25 (9) Health and Safety Retaliation in violation of Labor Code sections 6310 and 6311;
26 (10) Failure to Record Meal Periods in violation of Labor Code section 1198;
27 (11) Failure to Provide Notice to Employee in violation of Labor Code section 2810.5;
28 (12) Failure to Furnish Safe Employment and Place of Employment in violation of

- 1 Labor Code sections 6400, 6401, 6402, 6403, 6404, and 6406;
- 2 (13) Failure to Comply with Occupational Safety and Health Standards in violation of
- 3 Labor Code section 6407;
- 4 (14) Unfair competition; and
- 5 (15) Violation of any provisions of the California Labor Code that are subject to
- 6 penalties pursuant to the California Labor Code Private Attorneys General Act of
- 7 2004 and that are related to, or were or could have been asserted based on the
- 8 allegations in the Complaint.

9 Such claims shall be known herein as the “Released Claims”. This Release by Named Plaintiffs,

10 PAGA Class Members, and the Eligible Class Members is intended to settle any and all of the

11 above Released Claims that any of them may have against the Released Parties that arose during

12 the Class Period and will be released as of the Effective Date of the Settlement. Such release of

13 Released Claims is also intended to apply regardless of whether such claims are known or

14 unknown, and the release in this Exhibit 2 shall be deemed to include a waiver and relinquishment

15 of the provisions of Section 1542 of the California Civil Code, which provides as follows:

16 **SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**

17 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**

18 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND**

19 **THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS**

20 **OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

21 Such waiver and relinquishment of Section 1542 *shall only apply to claims meeting the limited*

22 *definition of “Released Claims” as defined above.*

23 Upon the Effective Date of this Settlement, this waiver and release of claims shall be

24 binding on Named Plaintiffs, PAGA Class Members, and all Eligible Class Members, including

25 each of their respective attorneys, agents, spouses, executors, representatives, guardians *ad litem*,

26 heirs, successors, and assigns, and shall inure to the benefit of Defendant. Unless they are Opt-

27 Outs, the members of the Settlement Class are deemed to have specifically and knowingly agreed

28 to the waiver and release of claims set forth above.

1 B. Furthermore, upon occurrence of the Effective Date of the Settlement, Named
2 Plaintiffs and each and every Eligible Class Member and all successors in interest shall be
3 permanently enjoined and forever barred from prosecuting any and all Released Claims against
4 the Released Parties, and each of them.

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EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – CIVIL COMPLEX CENTER

Donna Carone, on behalf of all aggrieved employees,
Aaron Flott individually and on behalf of the proposed
class;

Plaintiffs,

vs.

JEWISH HOME FOR THE AGING OF ORANGE
COUNTY, INC., a California Corporation, dba
HERITAGE POINTE; and DOES 1 through 50
inclusive,

Defendants.

Lead Case No. 30-2020-01152256-CU-OE-CXC

Case No. 30-2020-01141665-CU-OE-CSC

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees of JEWISH HOME FOR THE AGING OF ORANGE COUNTY, INC. dba HERITAGE POINTE (the “Company”) employed in California from June 4, 2016 through Date of the Preliminary Approval Hearing set for <<PRELIMINARY APPROVAL HEARING DATE>>. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Donna Carone v. Jewish Home for the Aging of Orange County, Inc. dba Heritage Pointe*, Orange County Superior Court – Civil Complex Center, Case No. 30-2020-01152256-CU-OE-CXC, which was consolidated with the matter of *Aaron Flott v. Jewish Home for the Aging of Orange County, Inc. dba Heritage Pointe*, Orange County Superior Court – Civil Complex Center, Case No. 30-2020-01141665-CU-OE-CSC, for purposes of settlement (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. The Company’s records show that you were employed as a non-exempt employee in California between June 4, 2016 and <<PRELIMINARY APPROVAL HEARING DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Aaron Flott (“Flott”) and Donna Carone (“Carone”) (collectively “Plaintiffs”) maintain the Lawsuit against the Company, asserting claims on behalf of all Settlement Class Members. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiffs allege the following causes of action against the Company: (1) Failure to pay minimum wages; (2) Failure to pay overtime; (3) Failure to provide meal periods; (4) Failure to provide rest periods; (5) Failure to timely pay wages; (6) Failure to provide accurate wage statements; (7) Failure to indemnify necessary expenditures; and (8) Unfair competition; and (9) violations pursuant to Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2699, et seq.

The Company denies that it has done anything wrong. The Company denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the Company’s best interests and the best interests of Settlement Class Members

to settle the Lawsuit on the terms summarized in this Notice. The Company provided relevant information to Class Counsel and the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Company, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by the Company, your decision about whether to participate in the Settlement will not affect your employment. California law and the Company's policies strictly prohibit unlawful retaliation. The Company will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / Settlement Class Members:	Attorneys for Company:
JAMES HAWKINS APLC Counsel for Aaron Flott James R. Hawkins, SBN 192925 Sean S. Vahdat, SBN 239080 9880 Research Drive, Suite 200 Irvine, CA 92618 Telephone: (949) 387-7200 Facsimile: (949) 387-6676 james@jameshawkinsaplc.com vahdatlegal@gmail.com	FISHER & PHILLIPS LLP Usama Kahf, SBN 266443 Lauren Roseman, SBN 316800 2050 Main St, Suite 1000 Irvine, California 92614 Tel: (949) 851-2424 Fax: (949) 851-0152 ukhaf@fisherphillips.com lroseman@fisherphillips.com
KRING & CHUNG, LLP Counsel for Donna Carone Kyle D. Kring, SBN 123378 Tyler D. Kring, SBN 325588 38 Corporate Park Irvine, CA 92606-5105 kkring@kringandchung.com tkring@kringandchung.com	

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees of the Company employed in California during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against the Company as described below in the “Release” section.

The Company agreed to pay \$735,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys’ fees and expenses, settlement administration costs, the class representative enhancement payment, and payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties.

The Gross Settlement Amount shall be funded by the Company in one payment, if and when the Settlement receives Final Approval from the Court. The Gross Settlement Amount will be tendered by the Company to the Claims Administrator within thirty (30) days after the final approval order, after receiving notification from the Claims’ Administrator that the Qualified Settlement Fund Account has been established, and after the terms of the Settlement Agreement have been satisfied, unless an objection to the settlement or appeal of the final approval is filed, in which case the payment will be paid by the Company once the objection and/or appeal are finally resolved. The Claims Administrator shall make payments to Settlement Class Members only after the Company has made payment of the entire Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$9,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to 33.33% of the Gross Settlement Amount (which is currently estimated to be \$245,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award up to \$8,000.00 to each named Plaintiff, totaling \$16,000.00, as the class representatives enhancement payments. These payments are meant to compensate Plaintiffs for their service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$30,000.00 of the Gross Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$22,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$7,500.00) will be payable to PAGA Releasees (defined in the "Release" section below) as the "PAGA Amount."

Calculation of Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated to be approximately \$412,500. The formula will be calculated by first, dividing the Net Settlement Amount by the total number of Eligible Class Member Work Weeks to arrive at the Eligible Work Week Rate, and then second, by multiplying the resulting Eligible Work Week Rate by the total number of Eligible Class Member Work Weeks for each respective Eligible Class Member.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion after the Gross Settlement Amount is fully funded.

Allocation and Taxes. For tax purposes, the Parties agree that fifteen percent (15%) of the Net Settlement Amount shall be allocated to Form W-2 wages, ten percent (10%) to interest, ten percent (10%) to business expense reimbursements pursuant to Labor Code section 2802, and sixty-five percent (65%) to penalties (including the LWDA Fund Remainder), with all interest, expense reimbursements, and penalties subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. Settlement Class Members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, Company and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

For any portion of the Class Members' Individual Settlement Payments that are designated as "wages" for purposes of tax reporting, the employer's taxes, employer contributions of all federal, state, and local employer taxes (including, but not limited to, FICA, FUTA, and SDI), will be paid by Company in addition to the Gross Settlement Amount.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully release and discharge Company and its respective successors and predecessors in interest, subsidiaries, parents and attorneys (collectively the "Released Parties") from all claims that were pled in the Operative Complaints or which could have been pled in the Operative Complaints based on the factual allegations therein, that arose during the Class Period, including, but not necessarily limited to (1) Failure to timely pay wages, including minimum wage and overtime; (2) Failure to provide meal periods; (3) Failure to provide rest periods; (4) Failure to pay "premiums" related to meal and/or rest periods; (5) Failure to furnish accurate, itemized wage statements; (6) Failure to reimburse business expenses; (7) Failure to pay all wages upon separation of employment; (8) Whistleblower Retaliation in violation of Labor Code section 1102.5; (9) Health and Safety Retaliation in violation of Labor Code sections 6310 and 6311; (10) Failure to Record Meal Periods in violation of Labor Code section 1198; (11) Failure to Provide Notice to Employee in violation of Labor Code section 2810.5; (12) Failure to Furnish Safe Employment and Place of Employment in violation of Labor Code sections 6400, 6401, 6402, 6403, 6404, and 6406; (13) Failure to Comply with Occupational Safety and Health Standards in violation of Labor Code section 6407; (14) Unfair competition; and (15) Violation of any provisions of the California Labor Code that are subject to penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 and that are related to, or were or could have been asserted based on the allegations in the Complaint. (the "Released Claims"). This release shall run from June 4, 2016 and <<PRELIMINARY APPROVAL HEARING DATE>> and become effective upon the Effective Date (which is defined on page 3 of this Notice under the section titled, "What are the terms of the Settlement?").

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the relevant time period, as well as your eligibility to receive a share of the Gross Settlement Amount. The information contained in Company's records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and last four digits of your social security number. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *Donna Carone and Aaron Flott v. Jewish Home for the Aging of Orange County dba Heritage Pointe*, Orange County Superior Court – Civil Complex Center, Case No. 30-2020-01152256-CU-OE-CXC and I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must be signed and state: (1) your full name; (2) your dates of employment with Company; (3) the last four digits of your Social Security Number and/or the Employee ID number; and (4) the basis for your objection. All objections or other correspondence must state the name and number of the case, which is *Donna Carone and Aaron Flott v. Jewish Home for the Aging of Orange County dba Heritage Pointe*, Orange County Superior Court – Civil Complex Center, Case No. 30-2020-01152256-CU-OE-CXC. Objections in writing must be postmarked on or before <<RESPONSE DEADLINE>>. **Please keep in mind that you cannot submit both an objection and Request for Exclusion.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX105 of the Orange County Superior Court – Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. You do not need to submit a written objection in order to appear at the Final Approval Hearing.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX103 of the Orange County Superior Court – Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the enhancement payments to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office located at 751 W Santa Ana Blvd, Santa Ana, California 92701, during regular business hours. You may also contact Class Counsel using the contact information listed above or access the Court's case access webpage for more information:

URL: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>

Case Number: 30-2020-01152256-CU-OE-CXC **Year Filed:** 2020

PLEASE DO NOT CALL OR WRITE THE COURT, COMPANY OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>.

NOTICE OF SETTLEMENT AWARD

***DONNA CARONE & AARON FLOTT V. JEWISH HOME FOR THE AGING OF ORANGE COUNTY, INC. DBA HERITAGE
POINTE***

ORANGE COUNTY SUPERIOR COURT – LEAD CASE NO. 30-2020-01152256-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to the records of the Company:

- (a) You worked _____ workweeks between June 4, 2020 and <<PRELIMINARY APPROVAL HEARING DATE>>;
- (b) There were a total of _____ workweeks worked by all Settlement Class Members between June 4, 2020 and <<PRELIMINARY APPROVAL HEARING DATE>>;
- (c) You worked _____ workweeks between May 6, 2019 and <<PRELIMINARY APPROVAL HEARING DATE>>;
and
- (d) There were a total of _____ workweeks worked by all Settlement Class Members between May 6, 2019 and <<PRELIMINARY APPROVAL HEARING DATE>>.

Based on the above, your Individual Settlement Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from the Company's records, those records will control unless you are able to provide documentation that establishes that the Company's records are mistaken. If there is a dispute about whether the Company's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER
THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____