

1 **ADVOCATES FOR WORKER RIGHTS LLP**

MARCO A. PALAU (Bar No. 242340)

2 marco@advocatesforworkers.com

JOSEPH D. SUTTON (Bar No. 269951)

3 jds@advocatesforworkers.com

ERIC S. TRABUCCO (Bar No. 295473)

4 est@advocatesforworkers.com

212 9th Street, Suite 314

5 Oakland, California 94607

Telephone: (510) 269-4200

6 Facsimile: (408) 657-4684

7 Attorneys for Plaintiffs, the Class and, pursuant to PAGA,
8 the State and Other Current or Former Employees

9 JACKSON LEWIS P.C.

CARY G. PALMER (SBN 186601)

10 ERIKA M. BARBARA (SBN 215702)

11 400 Capitol Mall, Suite 1600

Sacramento, CA 95814

12 Telephone: (916) 341•0404

Facsimile: (916) 341•0141

13 E-mail: cary.palmer@jacksonlewis.com

14 E-mail: erika.barbara@jacksonlewis.com

15 Attorneys for Defendants CALIFORNIA SUITES, INC.,
16 JAMES MASTEN AND ROBIN MASTEN

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

18 **IN AND FOR THE COUNTY OF EL DORADO**

19 MARVIN AYALA, CIOMARA AYALA,
20 MARIA BERBER, MANUEL BERBER,
21 ANTONIO CASTRO, DIANA GARCIA,
22 CECILIA VARGAS HUITRON, MARIA DE
23 LA LUZ LUNA LARIOS, ZUGEY PORTILLO,
24 ESBEIDY REBOLLEDO, GABRIELA SOTO,
25 GUADALUPE VARGAS, ELIZABETH
26 VERVER, RUTILIA VILLALOBOS,
27 JOSEFINA ZARATE, GRACIELA
28 LEDEZMA, COLUMBA AQUINO, ALICIA
RIOS, AND ANA AYALA, as individuals,
representatives of other current or former
employees and the State of California, and as
representatives of all others similarly situated,

Plaintiffs,

v.

Case No. 22CV0495

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE BETWEEN PLAINTIFFS AND
DEFENDANTS**

Complaint Filed: April 5, 2022

Trial Date: None

Before the Honorable Dylan Sullivan

CALIFORNIA SUITES, INC., a California Corporation, JAMES MASTEN, an individual, ROBIN MASTEN, an individual,

Defendants.

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
2 “Stipulation of Settlement”) is made and entered into by and between Plaintiffs Marvin Ayala,
3 Ciomara Ayala, Maria Berber, Manuel Berber, Antonio Castro, Diana Garcia, Cecilia Vargas
4 Huitron, Maria de la Luz Luna Larios, Zugey Portillo, Esbeidy Rebolledo, Gabriela Soto,
5 Guadalupe Vargas, Elizabeth Verver, Rutilia Villalobos, Josefina Zarate, Graciela Ledezma,
6 Columba Aquino, Alicia Rios, and Ana Ayala, on behalf of themselves and all others similarly
7 situated (“Plaintiffs”), and Defendants California Suites, Inc., James Masten and Robin Masten
8 (“Defendants”) (collectively the “Parties”).

9 This Stipulation of Settlement shall be binding on Plaintiffs and those persons they seek to
10 represent, and on (i) Defendants; (ii) each of Defendants’ past, present, and future direct and indirect
11 parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of
12 any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents,
13 employees, attorneys, accountants, insurers, members, partners, managers, contractors, agents,
14 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
15 successors and assigns of any of the foregoing; and (v) any individual or entity which could be
16 jointly liable with any of the foregoing. The Settlement contemplated by this Stipulation of
17 Settlement may hereinafter be referred to as the “Settlement.”

18 THE PARTIES STIPULATE AND AGREE as follows:

- 19 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”
- 20 2. On or about April 1, 2022, Plaintiffs filed a Class Action and PAGA Representative
21 Complaint in El Dorado County Superior Court, Case No. 22CV0495, alleging class action and
22 PAGA claims against Defendants.
- 23 3. Plaintiffs’ Complaint alleges causes of action for the claims released by this
24 Settlement. The term “Action” means this putative class and PAGA representative action pending
25 in El Dorado County Superior Court. The class period is from December 1, 2017 through the date
26 the Court preliminarily approves the Settlement (“Class Period”).
- 27 4. This Action has been actively litigated. There have been on-going investigations,
28 and there has been an exchange of extensive information. The Parties participated in mediation

1 with Hon. Mitchel Goldberg (Ret.) on October 22, 2022, and continued settlement discussions
2 thereafter until reaching the Settlement based upon a recommendation by the mediator. Plaintiffs
3 have not filed a motion for class certification in this action, nor has a date been set by the Court
4 for the filing of such a motion.

5 5. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
6 refer to all persons employed by Defendants in California as hourly non-exempt employees for the
7 period from December 1, 2017 through preliminary approval of the Settlement. The Settlement
8 Class, however, shall not include any person who previously settled or released any of the claims
9 covered by this Settlement, any person who previously was paid or received awards through civil
10 or administrative actions for the claims covered by this Settlement, or any person who submits a
11 timely and valid Request for Exclusion as provided in this Settlement.

12 6. Solely for the purpose of settling this Action, the Parties stipulate and agree that the
13 requisites for establishing class certification with respect to the Settlement Class have been met
14 and are met. More specifically, the Parties stipulate and agree that:

15 a. The Settlement Class is ascertainable and so numerous as to make it
16 impracticable to join all Class Members.

17 b. There are common questions of law and fact including, but not limited to,
18 the following:

19 i. Whether Defendant complied with applicable laws affecting
20 Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the
21 California Industrial Welfare Commission;

22 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
23 unpaid wages, penalties, interest, and attorneys’ fees and costs.

24 c. Plaintiffs believe their claims are typical of the claims of the members of
25 the Settlement Class.

26 d. Plaintiffs believe they will fairly and adequately protect the interests of the
27 Settlement Class, and that Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of Advocates
28 for Workers Rights LLP, and Jessica Juarez should be “Class Counsel,” and will fairly and

adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiffs believe that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

7. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendants contend, among other things, that they have complied with all applicable state, federal and local laws affecting Plaintiffs and the Settlement Class.

8. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims arising from the allegations and causes of action stated in the Complaint. To achieve a full and complete release of Defendants, each Class Member acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of any nature reasonably arising out of the allegations made in the Complaint.

9. It is the intention of the Parties that this Stipulation of Settlement shall constitute a full and complete settlement and release of all claims arising from the allegations in the Complaint against (i) Defendants; (ii) each of Defendants' past, present, and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, accountants, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties").

1 10. Counsel for the Settlement Class have conducted a thorough investigation into the
2 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
3 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of
4 the opinion that the Settlement with Defendants for the consideration and on the terms set forth in
5 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
6 Settlement Class in light of all known facts and circumstances, including the risk of significant
7 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
8 Defendants, Defendants' current financial condition, and numerous potential appellate issues.
9 Defendants and Defendants' counsel also agree that the Settlement is fair and in the best interest
10 of the Parties.

11 11. The Parties agree to cooperate and take all steps necessary and appropriate to
12 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
13 Settlement.

14 12. This Settlement provides that Defendants will pay Settlement Awards (defined
15 below) according to a specified formula to each Settlement Class Member who does not request
16 to be excluded from this Settlement as defined below. The maximum total payment under the
17 Settlement is \$600,000, which includes all payments to Class Members, Class Counsel's attorneys'
18 fees and costs, Enhancement Awards to the Class Representatives, \$10,000 allocated to penalties
19 under PAGA with \$7,500 (75%) paid to the California Labor and Workforce Development Agency
20 ("LWDA") (less \$1,333.33 in attorney's fees, subject to Court approval) and \$2,500 (25%) paid
21 to the Settlement Class as described below, and Settlement administration expenses. It is
22 understood and agreed that Defendants' maximum total liability under the Settlement shall not
23 exceed the sum of \$600,000. It is understood and agreed that Defendants shall have no obligation
24 to pay any person, entity, or organization more than the amount of its maximum total liability
25 under the Settlement, except that Defendants will be responsible for paying all employer-side
26 payroll taxes that arise from the payment of the Settlement. Defendants agree that any employer-
27 side payroll taxes are in addition to the \$600,000 that will be paid under this Settlement.
28

1 TERMS OF SETTLEMENT

2 13. NOW THEREFORE, in consideration of the mutual covenants, promises and
3 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

4 a. It is agreed by and among Plaintiffs and Defendants that this Action and any
5 claims, damages or causes of action arising out of the Complaint which are the subject of this
6 Action, be settled and compromised as between the Settlement Class and Defendants, subject to
7 the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

8 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
9 shall become effective when all of the following events have occurred: (i) this Stipulation of
10 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendants; (ii) the
11 Court has given preliminary approval to the Settlement; (iii) the notice has been distributed to the
12 Settlement Class, providing them with an opportunity to opt out of the Settlement; (iv) the Court
13 has held a formal fairness hearing and entered a final order and judgment certifying the Settlement
14 Class and finally approving this Stipulation of Settlement, without objection by the California
15 Labor and Workforce Development Agency ("LWDA"); and (v) in the event there are objections
16 to the Settlement which are not later withdrawn, the later of the following events: when the period
17 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
18 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or
19 other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
20 with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding
21 has upheld the Court's final order with no right to pursue further remedies or relief. In this regard,
22 it is the intention of the Parties that the Settlement shall not become effective until the Court's
23 order approving the Settlement is completely final, and there is no further recourse by an appellant
24 or objector who seeks to contest the Settlement. It is further agreed by the Parties that this
25 Settlement will not become effective if Defendants, contrary to Paragraph 12 above, are required
26 to pay more than the total amount of their maximum total liability under the Settlement as set forth
27 in Paragraph 12 under any circumstances. It is further agreed by and between the Parties that this
28 Settlement shall not become effective, and Defendants shall not have any obligation (monetary or

1 otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals,
2 and any rights of appeal with respect to any objections or the judgment, have been finally
3 exhausted and resolved upholding the terms of this Settlement.

4 c. Maximum Settlement Amount, and Net Settlement Amount: To implement
5 the terms of this Settlement, Defendant agrees to pay a maximum of \$600,000 (“Maximum
6 Settlement Amount”), including all payments to Class Members, Class Counsel’s attorneys’ fees
7 and costs, Enhancement Awards to the Class Representatives, \$10,000 allocated to penalties under
8 PAGA with \$7,500 (75%) paid to the California Labor and Workforce Development Agency
9 (“LWDA”), less attorney’s fees of up to one-third (1/3) of the amount allocated to PAGA, and
10 \$2,500 (25%) paid to the Settlement Class as described below, and settlement administration
11 expenses. The entire Maximum Settlement Amount will be fully paid out through the Settlement
12 with no residue to Defendants. Under no condition will Defendants’ aggregate liability exceed the
13 Maximum Settlement Amount. At no time shall Defendants have the obligation to segregate the
14 funds comprising the Maximum Settlement Amount, and Defendants shall retain exclusive
15 authority over, and the responsibility for, those funds subject to the disbursement of funds
16 necessary for the payment of claims, approved attorneys’ fees, approved costs, approved
17 enhancement awards to the class representatives, the Settlement administration expenses, the
18 payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement.
19 The Settlement Awards paid to Class Members, the attorneys’ fees and litigation costs to Class
20 Counsel, the Enhancement Awards to the Class Representatives, the fees and expenses of the
21 Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments
22 provided by this Settlement, shall be paid out of the Maximum Settlement Amount. The “Net
23 Settlement Amount,” the amount available for potential distribution to Class Members, shall be
24 calculated by deducting from the Maximum Settlement Amount: (i) Class Counsel’s attorneys’
25 fees and costs; (ii) the enhancement awards to the class representatives; (iii) the PAGA penalty
26 payment of \$7,500 to the LWDA; and (iv) Settlement administration expenses. Settlement Awards
27 to the Class Members will be calculated by the Settlement Administrator and paid out of the Net
28 Settlement Amount as set forth below. Defendants understand and agree that the employer taxes

1 for the wage portion of the Settlement Awards shall be paid separately by Defendants in addition
2 to the Maximum Settlement Amount. Defendants further understand and agree that, as a condition
3 of a structured settlement, in the event of a default, Plaintiffs and the Class will be entitled to a
4 stipulated judgment as set forth herein.

5 i. Settlement Awards to Class Members: Settlement Awards to Class
6 Members will be determined based on the number of workweeks worked by all Class Members
7 during the Class Period based on information provided by Defendants. The Settlement
8 Administrator will calculate the number of workweeks worked by the Class Members during the
9 Class Period, and the amount to be paid to Class Members per workweek based on information to
10 be provided by Defendants. The workweeks will be calculated by the Settlement Administrator
11 for each Class Member by dividing the total days employed as a Class Member during the Class
12 Period by seven (7). Partial workweeks will not be counted; however, if a Class Member worked
13 less than one week as a Class Member, such Class Member will be credited with having worked
14 one workweek for purposes of the Settlement. Defendants' workweek data will be presumed to
15 be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by
16 credible written evidence. All workweek disputes will be resolved and decided by the Settlement
17 Administrator, and the Settlement Administrator's decision on all workweek disputes will be final
18 and non-appealable. The amount to be paid per workweek to eligible Class Members will be
19 calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total
20 number of workweeks for all Class Members; any person who opts out of the Settlement is not a
21 Class Member and shall not be permitted to object to the Settlement. No claim form shall be
22 required for Settlement Class Members to receive their settlement awards.

23 ii. Private Attorneys General Act Allocation: Subject to Court
24 approval, the Parties have agreed to allocate \$10,000 of the Maximum Settlement Amount to
25 Plaintiff's claims under PAGA. Seventy-five percent (75%) of this amount, less attorney's fees of
26 up to one-third (1/3) of the portion allocated to the PAGA claim, subject to Court approval, or in
27 other words \$7,500 less up to \$3,333.33 in attorney's fees will be paid out of the Maximum
28 Settlement Amount to the Labor and Workforce Development Agency ("LWDA") of the State of

1 California. The remaining balance of \$2,500 will remain included in the Net Settlement Amount.

2 iii. Allocation of Settlement Awards: The Parties have agreed, based
3 on the allegations in the Action, that individual settlement awards for the Settlement Class will be
4 allocated from the Net Settlement Amount and paid out as follows: (1) 25% will be allocated to
5 alleged unpaid wages for which IRS Forms W-2 will issue; and (2) 75% will be allocated to alleged
6 unpaid penalties and interest for which IRS Forms 1099-MISC will issue.

7 iv. Settlement Awards Do Not Trigger Additional Benefits: All
8 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
9 in the year in which such awards actually are received by the Class Members. It is expressly
10 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
11 Member to additional compensation or benefits under any company bonus, contest or other
12 compensation or benefit plan or agreement in place during the period covered by the Settlement,
13 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
14 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
15 Awards provided for in this Agreement are the sole payments to be made by Defendants to the
16 Class Members in connection with this Settlement, and that the Class Members are not entitled to
17 any new or additional compensation or benefits as a result of having received the Settlement
18 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
19 document that might have been in effect during the period covered by this Settlement).

20 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
21 modification, Defendants further agree to pay, from the Maximum Settlement Amount, Class
22 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 15 below.

23 vi. Class Representative: The Parties agree to the designation of
24 Plaintiffs Alicia Rios, Marvin Ayala, Ciomara Ayala, Maria Berber, Manuel Berber, Antonio
25 Castro, Diana Garcia, Cecilia Vargas Huitron, Maria de la Luz Luna Larios, Zuguey Portillo,
26 Esbeidy Rebolledo, Gabriela Soto, Guadalupe Vargas, Elizabeth Verver, Rutilia Villalobos,
27 Josefina Zarate, Graciela Ledezma, Columba Aquino, and Ana Ayala as "Class Representatives."
28 Subject to Court approval, Defendants agree to pay Plaintiffs, from the Maximum Settlement

1 Amount, an Enhancement Award at no additional cost to the Released Parties, and subject to
2 Plaintiffs' execution of a general release of all claims under California Code of Civil Procedure
3 Section 1542. The Enhancement Awards cannot exceed \$6,000 for each Class Representative,
4 subject to Court approval, and is in addition to the Class Representatives' individual settlement
5 awards. The Enhancement Awards are to be part of, and to be deducted from, the Maximum
6 Settlement Amount. Defendants or the Settlement Administrator will issue an IRS Form 1099-
7 MISC for the Enhancement Awards to Plaintiffs for their service as Class Representatives, and
8 Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and
9 for paying any taxes on the amounts received. Should the Court approve Enhancement Awards to
10 the Class Representatives in an amount less than that set forth above, the difference between the
11 lesser amount approved by the Court and the Enhancement Awards set forth above shall be added
12 to the Net Settlement Amount

13 vii. Settlement Administrator: The Settlement Administrator will be
14 Phoenix Class Action Administration Solutions ("Settlement Administrator"), or such other
15 Settlement Administrator as may be mutually agreeable to the Parties, after review and approval
16 by the Parties of a not-to-exceed quote for Settlement Administration expense which Plaintiffs'
17 counsel agrees to request and circulate to Defendants' counsel. All Settlement Administration
18 expenses shall be paid out of the Maximum Settlement Amount, and are not to exceed \$11,250.

19 viii. Payment of Maximum Settlement Amount: Defendants agree to
20 deposit with the Settlement Administrator the Gross Settlement Amount payable according to the
21 following schedule after preliminary Court approval of the Settlement, except for the down
22 payment:

23 a) \$50,000 down payment to be deposited into a Qualified
24 Settlement Fund (QSF) established by the Settlement Administrator, to be paid by April 13, 2022,
25 and to be refunded to Defendants should the Court deny approval of the Settlement;

26 b) \$50,000 per quarter for five calendar quarters, for a total of
27 \$250,000, with the payments to be deposited into the QSF on March 15, 2022, June 15, 2022,
28 September 15, 2022, December 15, 2022 and March 15, 2023; and

1 c) \$100,000 per quarter for three quarters, for a total of
2 \$300,000, with payments to be deposited into the QSF on June 15, 2023, September 15, 2023 and
3 December 15, 2023.

4 All quarterly installment payments will be due on the 15th day of the
5 calendar month due, beginning March 15, 2022, and every three months thereafter, as set forth
6 above. Said payment will be deemed a late payment if not received by the Settlement Administrator
7 by the 30th day of the month due, which will constitute a default. Upon a default, Class Counsel
8 will email a notice to Defendants' counsel at Cary.Palmer@jacksonlewis.com advising them of
9 the default and allowing until the 10th day after written notice to cure. The cost to cure will be
10 \$400 as the reasonable amount for attorneys' fees and late payment penalty payable to the
11 Settlement Administrator. Any late payment fees shall be added to the Net Settlement and
12 distributed *pro rata* to participating Class Members. During the two-year term of this structured
13 Settlement, Defendants will be allowed to have three late payment episodes, provided that the late
14 payments are cured within the 10th day after the written notice to cure. In the event of a fourth late
15 payment episode, Plaintiffs may immediately declare a final default and obtain a stipulated
16 judgment under the terms described herein.

17 ix. Default: In the event of default by Defendants, Plaintiffs shall be
18 entitled to a stipulated judgement against Defendants for the Maximum Settlement Amount, less
19 any payments made through the date of default, pursuant to the terms of the Settlement.

20 x. Distributions of Maximum Settlement Amount: The Settlement
21 Administrator will make three distributions from the Gross Settlement Amount, at the rate of one
22 distribution within 30 days of final approval of the Class Settlement ("First Disbursement"), a
23 second distribution after the June 15, 2023 payment ("Second Disbursement"), and a third
24 distribution within 30 days of the final and full payment being made by Defendants ("Third
25 Disbursement").

26 a) In the First Disbursement, the Settlement Administrator will meet
27 any reporting obligations and pay: (1) the Court-approved enhancement awards to the Class
28 Representatives; (2) the entire amount of court-approved Class Counsel's litigation expenses and

costs; (3) \$7,500 to the LWDA (less up to one-third of the amount allocated to PAGA in attorney's fees); and a *pro rata* share of (a) individual settlement awards to Class Members and (b) Court-approved Class Counsel's attorneys' fees.

b) In the Second Distribution, the Settlement Administrator will meet any reporting obligations and pay a *pro rata* share of (a) individual settlement awards to Class Members and (b) Court-approved Class Counsel's attorneys' fees.

c) In the third distribution, the Settlement Administrator will meet any reporting obligations and pay (1) the remaining balance of (a) individual settlement awards to Class Members and (b) Court-approved Class Counsel's attorneys' fees; and (2) Court-approved Settlement Administration Costs.

d) Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members who have not opted out of the Settlement and have not previously released their claims as to Defendants, as set forth in Paragraph 13.c above.

e) Enhancement Awards to Plaintiffs for Service as Class Representatives: The Settlement Administrator will pay the Enhancement Awards approved by the Court to Plaintiffs as set forth in Paragraph 13.c above.

f) Right to Rescission: If more than five percent (5%) of the Settlement Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Pendency of Class and PAGA Action, Proposed Settlement and Hearing Date for Final Court Approval of Settlement ("Notice of Pendency of Class Action and Proposed Settlement"), Defendants shall have the right (but need not), in their sole discretion, to rescind and void the Settlement before final approval by the Court by providing written notice to Class Counsel no later than fourteen (14) calendar days following the opt-out deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration incurred up to that date, but not to include Class Counsel's fees and costs.

///

///

SETTLEMENT ADMINISTRATION

14. The Parties have agreed to the appointment of Phoenix Class Action Administration Solutions to perform the customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement and approval by the Court. The Settlement Administrator will mail the Notice of Pendency of Class Action and Proposed Settlement to all Class Members. The Settlement Administrator will independently review Defendants' data, based on Defendants' records, as to the number of workweeks worked during the Class Period, and will calculate the amounts due to Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendants' records to perform its duties. At the request of Defendants, and upon receipt of funds from Defendants, the Settlement Administrator will issue and send out Settlement Award checks to Class Members. Defendants shall be able to review proposed distributions and class workweek data to ensure correct and accurate distributions and that representations to the Class Members through the Notice of Pendency of Class Action and Proposed Settlement are accurate. Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out. The Settlement Administrator shall create and maintain a webpage, which will include links to the Settlement Agreement, Notice of Pendency of Class Action and Proposed Settlement, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Settlement Administrator deems necessary to perform its duties.

///

///

1 ATTORNEYS' FEES AND LITIGATION COSTS

2 15. In consideration for settling this Action, in exchange for the release of claims by
3 the Settlement Class, and subject to final approval or modification by the Court, Defendants agree
4 to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed 33
5 percent of the Maximum Settlement Amount, or in other words up to \$200,000, and attorneys'
6 costs not to exceed \$25,000. The amounts set forth above will cover all work performed and all
7 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred
8 in connection with the approval by the Court of this Stipulation of Settlement, the administration
9 of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts,
10 or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference
11 between the lesser amounts and the maximum amounts set forth above shall be added to the Net
12 Settlement Amount.

13 16. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
14 Counsel as set forth in Paragraph 13.c above.

15 NOTICE TO THE PLAINTIFF CLASS

16 17. The Notice of Pendency of Class Action and Proposed Settlement shall be jointly
17 drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator
18 to the Class Members by first class mail. The Notice of Pendency of Class Action and Proposed
19 Settlement shall be substantially in the form identified as Exhibit 1 to this Settlement.

20 a. Within thirty (30) calendar days after preliminary approval of this
21 Settlement by the Court, Defendants shall confidentially provide to the Settlement Administrator
22 the Class Members' names, last-known addresses, last-known telephone numbers, Social Security
23 Numbers, and workweek data during the Class Period. The Parties agree the Social Security
24 Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating
25 the Settlement and will not be provided to Class Counsel at any time or in any form.
26 Notwithstanding anything herein to the contrary, neither the Settlement Administrator nor Class
27 Counsel will be entitled to receive confidential information of Defendants (including non-public
28 personal information of its employees) unless and until the Settlement Administrator or Class

1 Counsel, as the case may be, signs and delivers a non-disclosure agreement to Defendants on terms
2 and conditions reasonably acceptable to Defendants. To the extent Class Counsel possesses or
3 comes to possess the Class Members' contact information and/or Social Security Numbers from
4 the Settlement Administrator, Class Counsel shall delete all such information (including copies
5 and data or information derived therefrom) within seven (7) calendar days from the date the Court
6 finally approves the Settlement, shall not retain copies of such information, and shall not maintain
7 or use such information for any purpose. The spreadsheet provided for above, shall be based on
8 Defendants' payroll and other business records and in a format acceptable to the Settlement
9 Administrator. Defendants agree to consult with the Settlement Administrator prior to the
10 production date to ensure that the format will be acceptable to the Settlement Administrator. The
11 Settlement Administrator will run a check of the Class Members' addresses against those on file
12 with the U.S. Postal Service's National Change of Address ("NCOA") List. Within 60 calendar
13 days of the Court's preliminary approval of this Settlement, the Settlement Administrator will mail
14 the Notice of Pendency of Class Action and Proposed Settlement to Class Members.

15 b. Notices of Pendency of Class Action and Proposed Settlement returned to
16 the Settlement Administrator as non-delivered during the 45-calendar day period for Class
17 Members to submit requests for exclusion shall be resent to the forwarding address, if any, on the
18 returned envelope. If there is no forwarding address, the Settlement Administrator will do an
19 NCOA check and will skip-trace return mail using the Class Member's Social Security Number
20 and re-mail within five (5) days of receipt; this search will be performed only once per Class
21 Member by the Settlement Administrator. Class Members will have a maximum of 15 days from
22 the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until the end of
23 the claims filing deadline, whichever is later. Upon completion of these steps by the Settlement
24 Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied
25 their obligations to provide the Notice of Pendency of Class Action and Proposed Settlement to
26 the affected member of the Settlement Class. The affected member of the Settlement Class shall
27 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
28 Settlement and the Court's Order and Final Judgment.

1 c. The Notice of Pendency of Class Action and Proposed Settlement shall
2 identify the procedures for opting out of or objecting to the Settlement.

3 d. Class Counsel shall provide to the Court, at least sixteen (16) Court days
4 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
5 diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class Action
6 and Proposed Settlement.

7 ADMINISTRATION PROCESS

8 18. Settlement Awards to Class Members will be mailed by the Settlement
9 Administrator as set forth in Paragraph 13.c above. The expiration date on the settlement checks
10 will be one hundred eighty (180) days from the date the settlement checks are issued. Uncashed
11 settlement checks from the First Disbursement will not be re-issued, except for good cause and as
12 mutually agreed upon by the Parties in writing. The monies from uncashed checks shall be
13 distributed *pro rata* in the Second Disbursement to Class Members who cashed their first check.
14 A second disbursement check will not be sent to Class Members who failed to cash their first
15 disbursement check within 180 days. If a Class Member fails to cash his or her settlement check
16 after the Second Disbursement within 180 days after the date it is mailed to him or her, the monies
17 from uncashed checks shall be distributed *pro rata* in the Third Disbursement to Class Members
18 who cashed their second check. A third disbursement check will not be sent to Class Members
19 who failed to cash their first or second check within 180 days, except for good cause and as
20 mutually agreed by the Parties. If a Class Member fails to cash his or her settlement check after
21 the Third Disbursement within 180 days after the date it is mailed to him or her, such funds will
22 be distributed to *cy pres* recipients, within fourteen (14) calendar days of the deadline for Class
23 Members to cash the checks, with fifty (50) percent payable to Koinonia Family Services for child
24 advocacy programs within the State of California, and fifty (50) percent payable to Centro Legal
25 de La Raza in Oakland, California (alternatively California Rural Legal Assistance in Stockton,
26 California), pursuant to California Code of Civil Procedure section 384 and subject to Court
27 approval. Upon completion of its calculation of payments, the Settlement Administrator shall
28 provide Defendants with a report listing the amount of all payments to be made to each Class

1 Member. Defendants, on behalf of the Released Parties, will pay to the Settlement Administrator
2 the Maximum Settlement Amount as set forth in Paragraph 13.c above. The Settlement
3 Administrator will be responsible for paying to Class Counsel any Court-approved attorneys' fees
4 and litigation costs, paying to the Class Representatives any Court-approved Enhancement
5 Awards, paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA
6 penalties above, meeting tax reporting obligations, and for issuing the individual Settlement
7 Awards to Class Members. Proof of compliance with the Court's final approval order will be
8 provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days
9 after all payment obligations, the check cashing deadlines for Class Members, and payment to the
10 *cy pres* beneficiaries have passed.

11 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

12 19. Opting Out of the Settlement. For those Class Members who do not wish to
13 participate in the Settlement, such Class Members may exclude themselves by submitting a timely
14 written request to the Settlement Administrator. The written request ("Request for Exclusion")
15 should state that he/she has received the Notice of Pendency of Class Action and Proposed
16 Settlement, decided not to participate in the Settlement, and words to the effect that he/she desires
17 to be excluded from the Settlement. The Request for Exclusion must also state the individual's
18 full name, address, date of birth, and the dates worked as a Class Member for Defendants in
19 California. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail,
20 or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked
21 and mailed to the Settlement Administrator no later than forty-five (45) calendar days after the
22 Settlement Administrator mails the Notice of Pendency of Class Action and Proposed Settlement
23 to the Class Members. Any individual who submits a Request for Exclusion will not be allowed
24 to object to the terms of the Settlement.

25 20. Objecting to the Settlement. Any individual who does not exclude himself/herself
26 from the Settlement can object to the terms of the Settlement in writing before the deadline to
27 object to the Settlement. To object, the individual must file a written objection and a notice of
28 intention to appear at the Final Approval hearing with the Clerk of the El Dorado County Superior

1 Court of the State of California and send copies to the Settlement Administrator, Class Counsel
2 and counsel for Defendants. Any written objection must state each specific reason in support of
3 the objection and any legal support for each objection. The individual must state his/her full name,
4 address, date of birth, and the dates he/she worked as a Class Member in California for Defendants.
5 To be valid and effective, any written objections to approval of the Settlement must be filed with
6 the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel and counsel
7 for Defendants no later than sixty (60) calendar days after the Settlement Administrator mails the
8 Notice of Pendency of Class Action and Proposed Settlement to the Class Members. However, a
9 Class Member may appear at the Final Approval Hearing, either in person or through their own
10 counsel, and object to the Settlement Agreement and any of its terms without submitting a prior
11 objection in the manner and by the deadline specified above. If the Court rejects the objection, the
12 individual will be bound by the terms of the Settlement.

13 RELEASE BY THE CLASS

14 21. Effective upon the date of final approval by the Court of this Stipulation of
15 Settlement, and except as to such rights or claims as may be created by this Stipulation of
16 Settlement, the Settlement Class and each member of the Class who has not submitted a valid
17 Request for Exclusion, fully releases and discharges the Released Parties from any and all claims
18 under state, federal and local law ultimately alleged in the Action, and that reasonably could have
19 been alleged in the Action, based on the factual allegations contained in the operative complaint
20 in the Action and any amendments thereto, as to the Class Members, including without limitation,
21 California Labor Code sections 200-204, 210, 204b, 218.6, 223, 226, 226.3, 226.7, 256, 432, 510,
22 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698-2699.5 and 2802,
23 California Industrial Commission Wage Orders, Business and Professions Code sections 17200,
24 *et seq.*, the federal Fair Labor Standards Act, 29 U.S.C. sections 201-219 as amended, and all
25 claims for or related to alleged unpaid wages, overtime or double time wages, minimum wages,
26 regular rate of pay, timely payment of wages during employment and at separation, alternative
27 workweek schedules, breach of any express or implied contract relating to the payment of wages,
28 meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock

1 work, wage statements, payroll records and recordkeeping, failure to pay additional 401(k) benefits
2 and/or deferred compensation benefits and/or matching benefits for payments received under the
3 Settlement, failure to maintain accurate time records and/or payroll records, unreimbursed business
4 expenses, unfair competition, unfair business practices, unlawful business practices, fraudulent
5 business practices, class actions, representative actions, aggrieved party claims, injunctive relief,
6 declaratory relief, liquidated damages, accounting, liquidated damages, related penalties of any
7 nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties),
8 interest, fees, costs, as well as all other claims and allegations alleged in the Action, from
9 December 1, 2017 through the date the Court finally approves the Settlement (collectively
10 “Released Claims”).

11 22. In addition to the Released Claims identified in Paragraph 21, Plaintiffs
12 individually agree to generally release the Released Parties from any and all claims, whether
13 known or unknown, under all federal, state and local statutes, and federal and state common law
14 (including but not limited to those for contract, tort, and equity), except for workers compensation
15 claims. Plaintiffs acknowledge the language of Section 1542 of the California Civil Code, which
16 provides:

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

20 Plaintiffs expressly waive the protection of Section 1542. Plaintiffs understand and agree
21 that claims or facts in addition to or different from those which are now known or believed by
22 them to exist may hereafter be discovered. It is Plaintiffs’ intention to settle fully and release all
23 of the claims, except for workers compensation claims, they now have against the Released Parties,
24 whether known or unknown, suspected or unsuspected.

25 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

26 23. To effectuate the terms of the Settlement, the Parties agree all formal and informal
27 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to cease
28 all affirmative communication (oral and written) with Class Members, other than through Court-

1 approved notices; this provision does not prevent Class Counsel from communicating with any
2 Class Members who may contact Class Counsel.

3 24. To effectuate the terms of the Settlement, and to assist Class Counsel in seeking
4 preliminary Court approval of the Settlement, Defendants agree to provide: a) confirmatory
5 informal discovery to analyze what damages are owed to hourly non-exempt workers at the
6 corporate office and to establish apportionment, if needed for their respective share of the
7 Maximum Settlement Amount; and b) a list indicating the total number of former employees in
8 order to apportion applicable waiting time penalties. The informal discovery will be provided and
9 verified within ten (10) business days of full execution of this Stipulation of Settlement.

10 25. To effectuate the terms of the Settlement, and to assist Class Counsel in seeking
11 preliminary Court approval of the Settlement, Defendants agree to provide a declaration from a
12 corporate representative, under penalty of perjury, that includes a confidential list of Class
13 Members as an exhibit with redacted employee identification numbers, non-exempt position held,
14 dates of employment as a Class Member during the Class Period, and the number of weeks worked
15 by Class Members during the Class Period. This class list will be provided within ten (10) business
16 days of full execution of this Stipulation of Settlement.

17 26. To confirm the Defendants' financial limitations and the limitations of the
18 Settlement, Defendants' accountant will provide a confidential and privileged declaration, under
19 penalty of perjury, confirming that, after reasonable inquiry and review, he is not aware of any
20 information that Defendants' financial conditions are different from what was represented to
21 Plaintiffs' counsel at mediation; the Parties agree the declaration will not be disclosed to third
22 parties unless the Court requires disclosure under seal for approval of the Settlement. Defendants
23 agree that, for purposes of obtaining approval of the Settlement, Plaintiffs may disclose to the
24 Court the nature and scope of financial documents provided by Defendants to Plaintiffs' counsel
25 without revealing the contents or details contained in such documents, which shall remain
26 confidential.

27 27. Plaintiffs shall promptly submit this Stipulation of Settlement to the El Dorado
28 County Superior Court in support of Plaintiffs' Motion for Preliminary Approval and

1 determination by the Court as to its fairness, adequacy and reasonableness. Plaintiffs agree to
2 provide Defendants the opportunity to review, and to approve before filing, Plaintiffs' Motion for
3 Preliminary Approval. At the same time Plaintiffs submit this Stipulation of Settlement to the El
4 Dorado County Superior Court, Plaintiffs agree to submit a copy of the Stipulation of Settlement
5 to the LWDA. Promptly, upon execution of this Stipulation of Settlement, Plaintiffs shall apply
6 to the Court for the entry of an order preliminarily approving the Settlement in a form that is
7 mutually agreeable between the Parties and also provides for the following:

8 a. Scheduling a fairness hearing on the question of whether the proposed
9 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
10 the class representatives' enhancement awards should be finally approved as fair, reasonable and
11 adequate as to the members of the Settlement Class;

12 b. Certifying a Settlement Class, Plaintiffs Marvin Ayala, Ciomara Ayala,
13 Maria Berber, Manuel Berber, Antonio Castro, Diana Garcia, Cecilia Vargas Huitron, Maria de
14 la Luz Luna Larios, Zugey Portillo, Esbeidy Rebolledo, Gabriela Soto, Guadalupe Vargas,
15 Elizabeth Verver, Rutilia Villalobos, Josefina Zarate, Graciela Ledezma, Columba Aquino,
16 Alicia Rios, and Ana Ayala as Class Representatives, and Marco A. Palau, Joseph D. Sutton, and
17 Eric S. Trabucco of Advocates for Workers Rights LLP, and Jessica Juarez as Class Counsel;

18 c. Approving as to form and content the proposed Notice of Pendency of Class
19 Action and Proposed Settlement;

20 d. Approving the manner and method for Class Members to request exclusion
21 from the Settlement as contained herein and within the Notice of Pendency of Class Action and
22 Proposed Settlement;

23 e. Directing the mailing of the Notice of Pendency of Class Action and
24 Proposed Settlement by first class mail to the Class Members;

25 f. Preliminarily approving the Settlement subject only to the objections of
26 Class Members and final review by the Court; and

27 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
28 other cases, claims, suits or administrative proceedings (including filing claims with the Division

1 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
2 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
3 with the Settlement Administrator and the time for filing Requests for Exclusion with the
4 Settlement Administrator has elapsed.

5 h. The Preliminary Approval Order shall be substantially in the form identified
6 as Exhibit 2 to this Settlement.

7 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

8 28. Except as required by Class Counsel's insurance carrier, Class Counsel agrees to
9 destroy all confidential documents, lists and data in all forms and formats (originals and copies)
10 within seven (7) calendar days from final Court approval of the Settlement.

11 29. Plaintiffs agrees to provide Defendants the opportunity to review, and to approve
12 before filing, Plaintiffs' Motion for Final Approval of Class Action Settlement. Class Counsel
13 agrees to submit a proposed final order and judgment, in a form that is mutually agreeable between
14 the parties and also provides for the following:

15 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
16 and adequate, and directing consummation of its terms and provisions;

17 b. Approving Class Counsel's application for an award of attorneys' fees and
18 litigation costs;

19 c. Approving the Enhancement Awards to the Class Representatives; and

20 d. Entering judgment in accordance with California Rules of Court, Rule
21 3.769(h), and permanently barring and enjoining all members of the Settlement Class from
22 prosecuting any claims which have been released and settled pursuant to this Settlement against
23 (i) Defendants; (ii) each of Defendants' past, present, and future direct and indirect parents; (iii)
24 the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the
25 foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees,
26 attorneys, accountants, insurers, members, partners, managers, contractors, agents, consultants,
27 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and
28 assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with

1 any of the foregoing.

2 e. The Final Approval Order shall be substantially in the form identified as
3 Exhibit 3 to this Settlement.

4 PARTIES' AUTHORITY

5 30. The signatories hereto hereby represent that they are fully authorized to enter into
6 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

7 MUTUAL FULL COOPERATION

8 31. The Parties agree to fully cooperate with each other to accomplish the terms of this
9 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
10 such other action as reasonably may be necessary to implement the terms of this Stipulation of
11 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
12 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
13 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
14 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
15 assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the
16 Court's final approval of this Stipulation of Settlement.

17 32. The Parties and their respective counsel agree that they will not attempt to
18 encourage or discourage Class Members from filing Requests for Exclusion.

19 NO PRIOR ASSIGNMENTS

20 33. The Parties and their counsel represent, covenant and warrant that they have not
21 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or right herein released and discharged except as set forth herein.

24 NO ADMISSION

25 34. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
26 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
27 the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement
28

solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

35. The Parties agree that the El Dorado County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

36. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class

Marco A. Palau
ADVOCATES FOR WORKERS RIGHTS LLP
212 9th Street, Suite 314
Oakland, CA 94607

To Defendant

Cary G. Palmer, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

NO PUBLIC COMMENT

37. The Class Representatives and Class Counsel will not make any public disclosure of the terms of this Settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement, except through Court filings and notice to the LWDA to approve the Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of the restriction against any

1 public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the
2 Class Representatives will not initiate any communications (directly or indirectly) with the media
3 regarding the Action. Notwithstanding the foregoing, the Class Representatives and Class Counsel
4 may, in response to a communication initiated by the media, direct the inquiring media member to
5 the public records of the Action on file with the Court. Class Counsel will take all steps necessary
6 to inform the Class Representatives of the restriction against any media comment on the Settlement
7 and its terms.

8 CONSTRUCTION

9 38. The Parties hereto agree that the terms and conditions of this Stipulation of
10 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
11 this Stipulation of Settlement shall not be construed in favor of or against any party by reason of
12 the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation
13 of Settlement.

14 CAPTIONS AND INTERPRETATIONS

15 39. Paragraph titles or captions contained herein are inserted as a matter of convenience
16 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
17 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and
18 not merely a recital.

19 MODIFICATION

20 40. This Stipulation of Settlement may not be changed, altered, or modified, except in
21 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
22 may not be discharged except by performance in accordance with its terms or by a writing signed
23 by the Parties hereto.

24 INTEGRATION CLAUSE

25 41. This Stipulation of Settlement contains the entire agreement between the Parties
26 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
27 agreements, understandings, representations, and statements, whether oral or written and whether
28

by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

42. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

43. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Pendency of Class Action and Proposed Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

44. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

Plaintiffs and Class Representatives

Dated: 05/05/2022

Alicia Rios

Plaintiff Alicia Rios

Dated: 04/27/2022

Marvin Ayala

Plaintiff Marvin Ayala

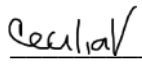
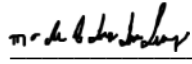
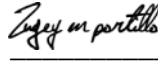
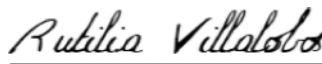
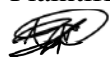
Dated: 04/25/2022

Ciomara Ayala Dolores

Plaintiff Ciomara Ayala
María Guadalupe Berber

Dated: 05/06/2022

Plaintiff Maria Berber

1	Dated: 04/25/2022	
2		Plaintiff Manuel Berber
3	Dated: 05/05/2022	
4		Plaintiff Antonio Castro
5	Dated: 04/25/2022	
6		Plaintiff Diana Garcia
7	Dated: 04/26/2022	
8		Plaintiff Cecilia Vargas Huitron
9	Dated: 04/26/2022	
10		Plaintiff Maria de la Luz Luna Larios
11	Dated: 04/27/2022	
12		Plaintiff Zugey Portillo
13	Dated: 04/28/2022	
14		Plaintiff Esbeidy Rebolledo
15	Dated: 05/05/2022	
16		Plaintiff Gabriela Soto
17	Dated: 04/25/2022	
18		Plaintiff Guadalupe Vargas
19	Dated: 05/03/2022	
20		Plaintiff Elizabeth Verver
21	Dated: 04/27/2022	
22		Plaintiff Rutilia Villalobos
23	Dated: 05/03/2022	
24		Plaintiff Josefina Zarate
25	Dated: 04/29/2022	
26		Plaintiff Graciela Ledezma
27	Dated: 04/25/2022	
28		Plaintiff Columba Aquino
	Dated: 04/27/2022	
		Plaintiff Ana Ayala

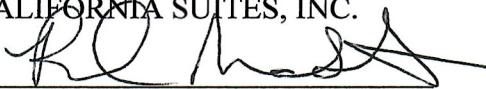
Defendants

Dated: 5/10/22

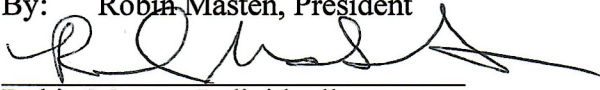
Dated: 5/10/22

Dated: 5/10/22

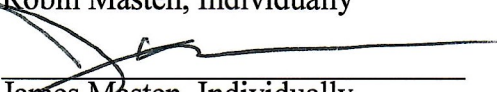
CALIFORNIA SUITES, INC.



By: Robin Masten, President



Robin Masten, Individually



James Masten, Individually