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FILED
Superior Court of California
County of Los Angeles

JUN 06 2022

Sherri R. Carter, Executive Officer/Clerk
By Robert R. Alva Deputy

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and on behalf of other individuals similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROSEANNA VASQUEZ, individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

ALAMITOS ENTERPRISES, LLC, dba JIFFY
LUBE, a California Limited Liability Company,
and DOES 1 through 100, inclusive,

Defendant.

CASE NO. 20STCV31966

*(Case Assigned for All Purposes to Hon. Judge
Teresa A. Beaudet)*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint Filed: August 20, 2020

On January 28, 2022 at 10:00 a.m., a hearing was held on the motion of ROSEANNA VASQUEZ ("Plaintiff"), for preliminary approval of the proposed class action settlement reached between Plaintiff and Defendant ALAMITOS ENTERPRISES, LLC ("Defendant" or "Alamitos") (collectively, the "Parties").

This matter having come before this Court for hearing on ^{June 4} ~~May 19~~, 2022 at 10:00 a.m. on Plaintiff's unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Parties' Class Action Settlement Agreement and Stipulation ("Settlement Agreement"), pursuant to the Order Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval of Settlement ("Preliminary Approval Order"), adequate notice having been given as required in said Order, and the Court having considered all papers filed and proceedings had herein, and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the action and all parties.

2. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of \$500,000 and the terms set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is attached hereto as "**Exhibit A**" and is hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified herein and for purposes of this Order, the terms used in this Order have the meaning assigned to them in the Settlement Agreement and Notice Of Proposed Class Action Settlement And Fairness Hearing ("Class Notice").

3. The Court has determined that the Class Notice provided to the Class pursuant to the Preliminary Approval Order fully and accurately informed all Class Members of the material elements of the proposed Settlement, constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all Class Members.

4. The Court hereby grants full, unconditional and final approval of the Settlement as fair, reasonable and adequate in all respects, determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately investigated

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the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

5. Pursuant to California Rules of Court, rule 3.769(d), this Court makes final the conditional class certification contained in the Preliminary Approval Order, and thus certifies a class defined as: all individuals who are employer or previously were employed by Defendant in California and classified as non-exempt employees at any time from August 27, 2017 through January 28, 2022 (the "Class Period").

6. Plaintiff is hereby appointed and designated, for all purposes, as the Named Plaintiff and representative for the Class, and Marcus Bradley of the law firm Bradley Grombacher are hereby appointed and designated as counsel for the Named Plaintiff and the Class.

7. The Court hereby finds that the Class Notice and all related documents have been mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately described the terms of the proposed Settlement Agreement, the manner in which Class Members could object to or participate in the Settlement, and the manner in which Class Members could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair opportunity has been afforded to Class Members to participate in the proceedings convened to determine whether the proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

8. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is

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supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an experienced mediator, and all Settlement Class Members, and confers a significant financial benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

9. The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting final approval. The Court is satisfied with the settlement administration statistics and the explanation for those statistics provided by way of the Declaration of Lluvia Islas of ILYM Group, Inc.

10. The Court also hereby approves payment of \$20,000.00 to ILYM Group, Inc. the appointed Settlement Administrator, for the services it has rendered and will render in administering the Settlement as described more fully in the Settlement Agreement, payable pursuant to the Settlement Agreement. The court also awards \$7,500.00 to Named Plaintiff as an enhancement and for a general release, payable pursuant to the Agreement.

11. The Court also awards \$166,500.00 in Class Counsel fees and \$14,665.75 in costs pursuant to Class Counsel's application, payable pursuant to the Agreement.

12. Pursuant to California Labor Code Section 2698, et seq., the Court also hereby approves allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount as payment for Plaintiff's claims on her own behalf and on behalf of all Class Members for penalties under the Private Attorneys General Act ("PAGA"), and 75% of that amount, or Fifteen

Thousand Dollars and Zero Cents (\$15,000.00), shall be paid to the California Labor & Workforce Development Agency ("LWDA"), while the remainder shall be paid to Class Members as part of the Net Settlement Amount as directed in the Settlement Agreement, payable pursuant to the Agreement. Requests for Exclusion will have no impact on the settlement of the claims under the PAGA as approved by the Court. All released PAGA claims will be released for all aggrieved employees irrespective of whether a Class Member submits a Request for Exclusion.

13. ILYM Group, Inc. shall calculate and administer from the Gross Settlement Amount Individual Settlement Payments to be made to the Settlement Class Members (including the allocation of such amounts between taxable wages, interest and penalties, as specified in the Settlement Agreement), attorneys' fees and costs to Class Counsel, enhancement award to the Class Representative, and PAGA payment to the LWDA, all of which shall be deducted from the \$500,000 Gross Settlement Amount. A total of approximately \$276,334.25 will be distributed to the Settlement Class Members. ILYM Group, Inc. is hereby directed to take all other actions in furtherance of the settlement administration as specified in the Settlement Agreement.

14. The releases, waivers and covenants not to sue by the Named Plaintiff and Settlement Class Members, as set forth in the Settlement Agreement (including but not limited to paragraphs 53-57 of the Settlement Agreement and all corresponding definitions) and in the Class Notice, are approved and are hereby incorporated by reference and made a part of this Order as though fully set forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Plaintiff and Settlement Class Members waive and release the Settled Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order and Judgment, and Named Plaintiff and Settlement Class Members are permanently barred jointly and severally from prosecuting against Defendant and Released Parties any and all of the Plaintiff's and Settlement Class Members' Settled Claims. As discussed in the Settlement Agreement, the aggrieved employees and the LWDA are bound by the Court's final judgment, which bars and enjoins them from pursuing, or seeking to re-open, any of the PAGA portion of the Settled Claims against the Released Parties.

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15. All rights to appeal this Order have been waived except as specifically permitted in the Settlement Agreement.

16. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order or alter or impact any existing arbitration agreements between Defendant and any Class Member for claims not released by this Order and Judgment.

17. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

18. Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

19. Notice of entry of this Order shall be given to Class Counsel on behalf of Named Plaintiff and all Settlement Class Members. It shall not be necessary to send notice of entry of this Order to Class Members.

20. The deadline for filing a report regarding the distribution of funds pursuant to the Settlement Agreement is 8/15/2024. *This will be a nonappearance date. It is pursuant to the parties' 668.6 (CCP) provision, the court retains jurisdiction.*

Dated: 6/6, 2022

Teresa A. Beaudet
HON. TERESA BEAUDET
Judge, Los Angeles Superior Court

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EXHIBIT A

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9 Attorneys for ALAMITOS ENTERPRISES, LLC, dba
10 JIFFY LUBE, a California Limited Liability Company

11 *Additional Counsel Listed on Following Page*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES
14

15 ROSEANNA VASQUEZ, individually and on
16 behalf of other individuals similarly situated,

17 Plaintiff,

18 v.

19 ALAMITOS ENTERPRISES, LLC dba JIFFY
LUBE, a California Limited Liability Company,
20 and DOES 1 through 100, inclusive,

21 Defendant.
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Case No. 20STCV31966

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

[ASSIGNED FOR ALL PURPOSES TO
JUDGE TERESA A. BEAUDET]

Trial Date: August 10, 2022
Complaint Filed: August 20, 2020

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10 Attorneys for Plaintiff, ROSEANNA VASQUEZ individually
11 and on behalf of other individuals similarly situated
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1 SUBJECT TO COURT APPROVAL, IT IS HEREBY STIPULATED, by and among
2 Plaintiff Roseanna Vasquez ("Plaintiff" or "Named Plaintiff"), individually and on behalf of the
3 proposed settlement class, state of California and alleged aggrieved employees, and all similarly-
4 situated employees and former employees of Defendant Alamitos Enterprises, LLC that this class
5 action and PAGA action is hereby settled pursuant to the terms and conditions set forth below in
6 this Stipulation and Settlement Agreement of Class Action Claims ("Stipulation" or "Settlement
7 Agreement"):

8 **Defined Terms**

9 1. "Action" means the proceedings and legal matter filed in the Superior Court of the
10 State of California, County of Los Angeles, entitled *ROSEANNA VASQUEZ, an individual, on*
11 *behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. ALAMITOS*
12 *ENTERPRISES, LLC, a California Limited Liability Company, and DOES 1 through 100, inclusive,*
13 Case No. 20STCV31966, originally filed on August 20, 2020.

14 2. "Administration Costs" means the actual and direct costs reasonably charged by the
15 Settlement Administrator for its services in administering the Settlement not to exceed \$20,000.00

16 3. "Claims Period" means the period commencing on the date the Class Notice and
17 Opt- Out Form are first mailed and ending forty-five (45) calendar days thereafter

18 4. "Class" means the aggregate group of Class Members.

19 5. "Class Counsel" means Plaintiff's counsel: Marcus Bradley of
20 Bradley/Grombacher, LLP and Sahag Majarian II or Law Offices of Sahag Majarian II and any
21 other purporting to represent the class.

22 6. "Class Counsel Fee and Expense Award" means such award of fees and expenses,
23 with fees not to exceed Thirty-Three and One-Third Percent (33.3%) of the Total Maximum
24 Settlement Amount, or the amount of One Hundred Sixty Six Thousand Five Hundred Dollars
25 (\$166,500.00), plus costs in an amount not to exceed Eighteen Thousand Dollars (\$18,000.00), that
26 the Court may authorize to be paid to Class Counsel for the services they have rendered to Plaintiff
27 and the Class in the Action.

28 7. "Class Members" are defined as all individuals who are employed or previously

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1 were employed by Defendant in California and classified as non-exempt, hourly employees at any
2 time (subject to the Cap— see paragraph 60) from August 27, 2017 through the earlier of 60 days
3 after full execution of this Agreement or the preliminary approval of the settlement. The
4 “Settlement Class”/“Settlement Class Members” includes all Class Members who have not opted
5 out of the Settlement.

6 8. “Class Notice” (or “Notice”) means the Court-approved form of notice to Class
7 Members, substantially in the form as **Exhibit 1** (attached hereto) which will notify Class Members
8 of the conditional certification of the Settlement Class, Preliminary Approval of the Settlement,
9 and scheduling of the Final Approval Hearing.

10 9. “Class Period,” (subject to adjustment pursuant to the Cap— see paragraph 60),
11 means the period from August 27, 2017 through the earlier of 60 days after full execution of this
12 Agreement or the preliminary approval of the settlement.

13 10. “Complaint” means the First-Amended Class Action Complaint filed in the Action
14 on or about February 5, 2021.

15 11. “Court” means the Superior Court of the State of California, County of Los
16 Angeles.

17 12. “Day” or “days” refers to a calendar day(s) unless otherwise stated. If any
18 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
19 on the next business day.

20 13. “Defendant” means ALAMITOS ENTERPRISES, LLC dba Jiffy Lube.

21 14. “Defendant’s Counsel” means James E. Hart and Kyra A. Buch of the law firm of
22 Littler Mendelson, P.C.

23 15. “Effective Date” means the following date that is applicable to the status of the
24 case:

25 (a) if no objections to the Settlement, are filed, the Effective Date is five (5) days after the
26 final approval; (b) if one or more objections is filed which are not subsequently withdrawn prior to
27 the final approval, the Effective Date is five days after the expiration of any appeals period,
28 provided that no appeal or other collateral attack is filed; (c) in the event an appeal or appeals or

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other collateral attack are filed, the Effective Date is five days after (i) the date the final judgment, is affirmed by an appellate court with no possibility of subsequent appeal or other collateral attack or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial review therefrom are dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the superior court, the date the final judgment is entered by the superior court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that final judgment has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Subsection shall apply. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety.

16. "Final Approval" means that the Settlement Order and Judgment has been entered and the Court has made its final order awarding any attorneys' fees and expenses.

17. "Final Approval Hearing" means a hearing held before the Court to consider Final Approval of the Settlement, the amount of attorneys' fees and expenses that should be awarded to Class Counsel, and the merits of any objections to the Settlement Agreement and the Settlement set forth therein or any of its terms.

18. "Enhancement Award" means an award, not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to Plaintiff that the Court may authorize to be paid to Plaintiff in recognition of her effort in obtaining the benefits of the Settlement for the Class and for her general release of all claims.

19. "Mediator" means Michael Dickstein.

20. "Net Settlement Amount" means the amount remaining after the payment of the Class Counsel Fee and Expense Award, Enhancement Award (as described in paragraphs 6 and 18 above), PAGA Payment (as described in paragraph 25 below), and Administration Costs (as described in paragraph 2 above), as approved by the Court.

21. "Objection Deadline" means the date forty-five (45) calendar days following the date on which the Settlement Administrator first mails the Class Notices and Request for Exclusions

1 to Class Members.

2 22. "Opt-Out Deadline" also means the date forty-five (45) calendar days following the
3 date on which the Settlement Administrator first mails the Class Notices and Request for Exclusion
4 to Class Members.

5 23. The "PAGA Class Period" is (subject to the Cap— see paragraph 60) February 23,
6 2019 to the earlier of 60 days after full execution of the long form agreement or preliminary
7 approval. PAGA Members shall not be able to opt out of the PAGA Settlement. Allocation of the
8 PAGA payment to PAGA Members will be by the same method as described for the class portion
9 of the settlement.

10 24. "PAGA Members" means all hourly non-exempt employees who have worked for
11 Defendant at any time, (subject to the Cap— see paragraph 60), from February 23, 2019 through the
12 earlier of 60 days after full execution of this Agreement or the preliminary approval of the
13 settlement.

14 25. "PAGA Payment" means the sum of Twenty Thousand Dollars (\$20,000.00) which
15 shall be allocated to civil penalties under PAGA, of which Seventy-Five Percent (75%), or Fifteen
16 Thousand Dollars (\$15,000.00), shall be paid to the California Labor & Workforce Development
17 Agency ("LWDA"). The remaining Twenty-Five Percent (25%), or Five Thousand Dollars
18 (\$5,000.00) shall be distributed to the Settlement Class Members as part of the Net Settlement
19 Amount.

20 26. "Parties" means Plaintiff ROSEANNA VASQUEZ and Defendant ALAMITOS
21 ENTERPRISES, LLC; and "Party" means any one of the Parties.

22 27. "Plaintiff" or "Named Plaintiff" means Plaintiff ROSEANNA VASQUEZ.

23 28. "Preliminary Approval" means that the Court has entered an order substantially in
24 the form attached hereto as **Exhibit 3**, preliminarily approving the terms and conditions of this
25 Settlement Agreement, including the manner of providing notice to Class Members.

26 29. "QSF" means the Qualified Settlement Fund established, designated and
27 maintained by the Settlement Administrator to fund Settlement Awards, PAGA Payment,
28 Enhancement Award, and Class Counsel Fee and Expense Award, and from which the payments

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shall be paid.

30. "Released Parties" means Defendant and each of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliate companies, and each of their respective executors, predecessors, successors, assigns and legal representatives and all working with or in concert with them or connected with them, including but not limited to Alamitos Partners, LLC and the Otis Group, LLC.

31. "Request for Exclusion" means the request that Class Members must submit to the Settlement Administrator by the Opt-Out Deadline if they wish to request exclusion from the Class as provided in paragraph 63b below substantially in the form as contained in Exhibit 2, or as otherwise approved by the Court.

32. "Settlement" means the terms and conditions set forth in this Stipulation and Settlement Agreement of Class Action Claims.

33. "Settlement Administrator" means ILYM Group. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Net Settlement Amount is deposited for the purpose of resolving the claims of Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant.

34. "Settlement Award" means the amount that each Class Member is entitled to receive from the Net Settlement Amount.

35. "Settled Claims." The settlement includes a release of all Settled Claims by Settlement Class Members during the Class Period, and includes Settlement Class Members employed by Defendant during that time period. "Settled Claims" means any and all claims for relief which Plaintiff or any Settlement Class Member (except those who opt out) have had, now have, against the Released Parties or any of them for any or all claims alleged in the Complaint or

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which could have been alleged in the Complaint based on the allegations, facts, matters, transactions or occurrences alleged therein, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint (including the First Amended Complaint). The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under California law, federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and bars each and every Class Member other than those who have opted out from asserting any Settled Claims in the future.

36. "Settled PAGA Claims." The settlement includes a release of all Settled PAGA Claims by PAGA Members for the time period, (subject to the Cap— see paragraph 60), beginning on February 23, 2019 and through the earlier of 60 days after full execution of this Agreement or the preliminary approval of the settlement, and includes Settled PAGA Members employed by Defendant during that time period. "Settled PAGA Claims" means any and all claims for relief, whether suspected or unsuspected, which Plaintiff or any PAGA Member (who cannot opt out) have had, now have, or may discover in the future against the Released Parties or any of them for any or all PAGA claims alleged in the Complaint or which could have been alleged in the Complaint based on the allegations, facts, matters, transactions or occurrences alleged therein, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint (including the First-Amended Complaint). The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including under the California Labor Code, the Wage Orders, applicable regulations. "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages,

1 restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive
2 relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it
3 covers and bars each and every PAGA Member.

4 37. "Settlement Class Members" (or "Settlement Class") means all Class Members who
5 have not opted-out of the Settlement Class by submitting a timely Request for Exclusion in
6 accordance with the requirements set forth in the Class Notice.

7 38. "Settlement Order and Judgment" means an order and judgment issued by the
8 Court, in substantially the form attached hereto as **Exhibit 4**, approving the Settlement Agreement,
9 which Settlement Order and Judgment shall constitute a judgment respecting the Parties, within the
10 meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769,
11 3.770 and 8.104 of the California Rules of Court.

12 39. "Stipulation" or "Settlement Agreement" means this Stipulation and Settlement
13 Agreement of Class Action Claims.

14 40. "Total Maximum Settlement Amount" means the maximum amount of Five
15 Hundred Thousand Dollars (\$500,000.00) that Defendant shall pay as described in paragraph 58
16 below in connection with this Settlement, including Settlement Administration Costs.
17 Notwithstanding any other provision in this Settlement Agreement, in no event shall Defendant be
18 obligated to pay more and no less into the QSF than the Total Maximum Settlement Amount aside
19 from employer-side payroll taxes for the wage related portion of the settlement.

20 41. "Total Work Weeks" (subject to adjustment pursuant to the Cap- see paragraph
21 60), means the aggregate Work Weeks worked by all Class Members. Defendant will calculate or
22 cause the Settlement Administrator to calculate the number of Total Work Weeks for all Settlement
23 Class Members and Class Members, for purposes of Class Notice, by calculating the number of
24 workweeks (rounding up to the nearest whole number) each Class Member was employed during
25 the Class Period. With respect to the PAGA Class Period, "Total Work Weeks" means (subject to
26 adjustment pursuant to the Cap- see paragraph 60), the aggregate Work Weeks worked by all
27 PAGA Members during the PAGA Class Period, calculated in the same way as for the class portion
28 of the settlement.

42. "Work Weeks" means (subject to adjustment pursuant to the Cap– see paragraph 60), the number of weeks of employment for each Settlement Class Member (rounding up to the nearest whole number) as an hourly-paid or non-exempt employee from August 27, 2017 through the earlier of 60 days after full execution of this Agreement or the preliminary approval of the settlement as reflected or estimated from Defendant's records and estimates. For the PAGA case, "Work Weeks" means (subject to adjustment pursuant to the Cap– see paragraph 60), the number of weeks of employment for each PAGA Member (rounding up to the nearest whole number) as an hourly-paid or non-exempt employee from February 23, 2019 through the earlier of 60 days after full execution of this Agreement or the preliminary approval of the settlement as reflected or estimated from Defendant's records and estimates.

43. "Workweek Rate" means the NSA divided by the total workweeks according to company records and estimates worked by all Class Members during the Class Period and, for the PAGA settlement, PAGA Members during the PAGA Class Period to determine a per workweek payout to all Class Members who do not opt out as Class Members and for PAGA Members. The Workweek Rate will vary depending on how long the Class Member or PAGA Member was employed by Defendant during the respective period. Each Class Member and PAGA Member shall be paid an amount equal to their individual Work Weeks worked between the relevant Class Period or PAGA Period, multiplied by the Workweek Rate, except for those who timely and validly opt out of the class action portion of the settlement.

Procedural History

44. On August 20, 2020, Plaintiff ROSEANNA VASQUEZ filed the Action in the Superior Court of the State of California, County of Los Angeles. In this Action, Plaintiff sought recovery on behalf of herself and all other current or former hourly-paid or non-exempt employees of Defendant in California for alleged violations of the California Labor Code. On or about February 5, 2021, Plaintiff filed a First Amended Complaint ("First Amended Complaint" or "FAC"). In the FAC, Plaintiff alleged eight causes of action, as follows:

- a. Failure to pay all wages;

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- 1 b. Late Meal Breaks and Missed Rest Breaks in Violation of California Labor Code §§
2 200, 226.7, 512;
3 c. Failure to furnish an accurate itemized wage statement upon payment of wages in
4 violation of California Labor Code § 226;
5 d. Failure to pay all wages owed at termination in violation of California Labor Code §
6 203;
7 e. Failure to reimburse expenses in violation of California Labor Code § 2802;
8 f. Violations of the California Business & Professions Code §§ 17200, et seq; and
9 g. Penalties pursuant to Labor Code §§ 2698-2699, *et seq.*

10 45. The Parties reached this Settlement only after informal discovery, investigation, and
11 arm's length negotiations with the assistances of a skilled mediator, Michael Dickstein.
12 Specifically, Class Counsel represents it has conducted a thorough investigation into the facts and
13 law during the prosecution of this class action and PAGA case. The Parties further represent that
14 they have had the opportunity to review, analyze and utilize the services of experts of their choosing
15 and records. Counsel for the Parties also represent they have investigated the applicable law as
16 applied to the facts discovered regarding the alleged claims of Plaintiff, potential defenses thereto,
17 and the damages claimed by Plaintiff.

18 46. Since reaching a Settlement via mediation, the Parties have been working to finalize
19 the terms of this Settlement Agreement and corresponding documentation.

20 **Stipulation for Class Certification**

21 47. The Parties stipulate and agree to the conditional certification of the Class for
22 purposes of Settlement only. Should, for whatever reason, the Settlement not become final, the
23 Parties' stipulation to class certification as part of the Settlement shall become null and *void ab*
24 *initio* and shall have no bearing on, and shall not be admissible in connection with the issue of
25 whether or not certification would be appropriate in a non-settlement context. Defendant expressly
26 reserves its rights and declares that it intends to oppose class certification should this Settlement
27 not become final.

28 ///

1 **Inadmissibility of Settlement Agreement**

2 48. Whether or not the Settlement is finally approved, neither the Settlement, nor any
3 of its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor
4 any reports or accounts thereof, shall in any event be:

5 a. Construed as, offered or admitted in evidence as, received as, or deemed to be evidence
6 for any purpose adverse to the Released Parties, including, but not limited to, evidence
7 of a presumption, concession, indication or admission by any of the Released Parties of
8 any liability, fault, wrongdoing, omission, concession or damage except for purposes of
9 settling this Action or enforcing the Settled Claims contained herein pursuant to the
10 terms of this Settlement Agreement;

11 b. Disclosed, referred to or offered or received in evidence against any of the Released
12 Parties in any further proceeding in the Action or any other civil, criminal or
13 administrative action or proceeding except for purposes of settling this Action or
14 enforcing the Settled Claims contained herein pursuant to the terms of this Settlement
15 Agreement whether in this proceeding or in any future proceeding;

16 or

17 c. Used in any other way or for any other purpose except for: (i) purposes of settling this
18 action or enforcing the Settled Claims contained herein pursuant to the terms of this
19 Settlement Agreement; or (ii) as evidence of relative value of claims in mediation,
20 preliminary approval and/or final approval when settling matters against parties other
21 than the Released Parties, in which case only public information may be provided.

22 **Investigation of the Claims**

23 49. Plaintiff conducted significant investigation of the facts and law both before and
24 after the Action was filed. Such opportunity to engage in and review discovery and investigations
25 have including company information, meetings and conferences, and interviews of potential
26 witnesses and Class Members. Counsel for the Parties have further investigated the applicable law
27 as applied to the facts discovered regarding the Plaintiff's claims, the defenses thereto and the
28 damages claimed by Plaintiff.

1 **Benefits of Settlement to Class Members**

2 50. Plaintiff has considered the expense and length of continued proceedings necessary
3 to continue the Action against Defendant through trial and any possible appeals. Plaintiff has also
4 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
5 and delays inherent in such litigation, including those involved in class certification. Plaintiff is
6 also aware of the burdens of proof necessary to establish liability for the claims asserted in the
7 Action, Defendant's defenses thereto, and the difficulties in establishing Plaintiff's damages.
8 Plaintiff has also considered the settlement negotiations conducted by the Parties and the
9 recommendations of the Mediator, who is highly experienced in wage and hour and employment
10 litigation. Based on the foregoing, Plaintiff has determined that the Settlement set forth in this
11 Settlement Agreement is fair, adequate, and reasonable, and is in the best interest of the Settlement
12 Class.

13 **Plaintiff's Claims**

14 51. Plaintiff has claimed and continues to claim that the Settled Claims have merit and
15 give rise to Defendant's liability. Should this Settlement not be finally approved by the Court,
16 neither this Settlement Agreement nor any documents referred to herein, nor any action taken to
17 carry out this Settlement is, or may be construed as or may be used as, an admission by or against
18 the Plaintiff as to the merits or lack thereof of the claims asserted by Plaintiff.

19 **Defendant's Denials of Wrongdoing**

20 52. 47. Defendant contends that all of its employees have been compensated in
21 compliance with the law, and that its conduct was not willful with respect to any allegations,
22 including of violation of the California Labor Code or the California Business and Professions
23 Code. Defendant has denied and continues to deny each of the claims and contentions alleged by
24 Plaintiff in the Action. Defendant denies any wrongdoing or legal liability arising out of any of the
25 facts or conduct alleged in the Action, and believes that it has valid defenses to Plaintiff's claims.
26 Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken
27 to carry out this Agreement may be construed as, or may be used as an admission, concession or
28 indication by or against Defendant of any fault, wrongdoing or liability whatsoever, including any

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concession that certification of a class or related to any PAGA Claims other than for purposes of this Settlement would be appropriate in this or any other case.

Release of all Settled Claims by all Settlement Class Members

53. Plaintiff and all Settlement Class Members stipulate and agree that, upon the Final Approval Date, they shall be deemed to have, and by operation of the Settlement Order and Judgment shall have, expressly fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Released Parties of and from the Settled Claims during the Class Period and be barred by operation of the judgment from reasserting the claims in any manner. Even if Plaintiff and/or the Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Settled Claims, Plaintiff and each Settlement Class Member, upon the Final Approval Date, shall be deemed to have and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Settled Claims.

54. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release and such notice shall have the same force and effect as if the Agreement were executed by each Settlement Class Member.

55. Named Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein.

56. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

Release of all Settled PAGA Claims by all PAGA Members

57. As of the Final Approval Date, Plaintiff and all PAGA Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims and

be barred by operation of the judgment from reasserting the claims in any manner. The Settlement includes a release of all Settled PAGA Claims during the PAGA Class Period by PAGA Members employed at any time during the PAGA Class Period.

The Settlement Components

58. The Settlement in this Action is for a non-reversionary settlement amount of \$500,000 and shall have five components: (1) the Settlement Awards; (2) the Enhancement Award; (3) the Class Counsel Fee and Expense Award; (4) the PAGA Payment; and (5) the Administrative Costs. The Total Maximum Settlement Amount, which shall constitute the total maximum settlement amount Defendant will pay under this Settlement is Five-Hundred Thousand Dollars (\$500,000.00), including all components described in this paragraph other than employer-side payroll taxes, and the payment of which the Parties have no objection and payable as follows:

- a. The Settlement Awards. Settlement Class Members shall be entitled to pro-rata payment of the Total Maximum Settlement Amount, less the Enhancement Award, the Class Counsel Fee and Expense Award, the PAGA Payment, third party administrator costs and fees associated with administration of the Settlement.
- b. Enhancement Award. Plaintiff shall receive an Enhancement Award in the amount of Seven Thousand Five Dollars (\$7,500.00).
- c. Class Counsel Fee and Expense Award. Attorneys' fees of thirty three and one-third percent (33 1/3%) of the Total Maximum Settlement Amount of One Hundred Sixty Six Thousand Five Hundred Dollars (\$166,500.00) and costs not to exceed Eighteen Thousand Dollars (\$18,000.00) to the law firm of Bradley/Grombacher ("Class Counsel"), which shall be the sole payments for attorneys' fees and costs, including any post-settlement efforts and costs, including but not limited to defending against objectors, appeals, collateral attacks, etc., and, otherwise, the parties and Settlement Class Members and their counsel shall bear their own fees and costs in connection with the litigation.
- d. PAGA Payment. PAGA penalties in the amount of Twenty Thousand Dollars (\$20,000.00), payable seventy-five percent (75%) to the Labor Workforce Development

Agency and twenty-five percent (25%) payable to the Class Members.

e. Administrative Costs. The costs needed to pay the Settlement Administrator to pay for the services of the Settlement Administrator as set forth herein estimated at \$20,000.00.

f. Employer-Side Taxes. Employer-Side Taxes are not included within the Gross Settlement Amount.

59. **Pro-Rata Settlement Payments.** The Net Settlement Amount shall be divided by the Total Workweeks worked by all Settlement Class Members during the Class Period to determine a per workweek payout to all Class Members who do not opt out (i.e. Settlement Class Members) to determine the Workweek Rate. Each Settlement Class Member shall be paid an amount equal to their individual Work Weeks worked during the Class Period multiplied by the Workweek Rate. All Class Members except for those who timely and validly opt out of the settlement shall be bound by the release described more fully herein. Each Class Member will be sent a Notice of Settlement that includes information on how he/she may opt out or object to the Settlement. The Class Notice will provide all information required to satisfy existing standards, will include the scope of release language from the joint stipulation of class action settlement and will include information describing the facts and methods based on which the Class Member's estimated settlement payment was calculated. The challenge procedure will be established for the Class Member to dispute information on which his/her settlement payment amount is based. The Settlement Administrator will determine all such disputes after consulting with the Parties regarding number of Work Weeks or other specific issues raised by Class Members, but subject to Court approval and input.

Cap and Impact on Class Period.

60. For purposes of mediation, Defendant estimated there are 38,628 aggregate Workweeks Worked from August 27, 2017 to July 31, 2021. If the number of Workweeks Worked for Settlement Class Members during the Class Period ultimately increase by more than ten percent (10%) over 38,628 (i.e. 42,491 Workweeks Worked), the Class Period will be defined as beginning on the date in which the Class Period has 42,491 or fewer Workweeks Worked.

1 **Notice/Approval of Settlement and Settlement Implementation**

2 61. As part of this Settlement, the Parties agree to the following procedures for obtaining
3 Preliminary Approval of the Settlement, certifying the Class, and notifying Class Members:

- 4 a. Escrow Payments. Within fifteen (15) days of the Preliminary Approval, Defendant
5 shall place Two Hundred Fifty Thousand Dollars (\$250,000) in the QSF. The remaining
6 amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), shall be placed into the
7 QSF by Defendant on a pro rata basis every month over the next 24 months after the
8 payment of the initial Two Hundred Fifty Thousand Dollars (\$250,000.00). If the
9 Settlement is not fully and finally approved all amounts paid will be returned to
10 Defendant.
- 11 b. Preliminary Settlement Hearing. Class Counsel shall request a hearing before the Court
12 to seek Preliminary Approval of the Settlement once the Agreement is signed by all
13 Parties. In conjunction with such hearing, Class Counsel shall submit this Settlement
14 Agreement, together with the exhibits attached hereto, and any other documents
15 necessary to implement the Settlement.
- 16 c. Certification of Class. Simultaneous with the filing of the Settlement Agreement and
17 solely for purposes of this Settlement, Class Counsel shall request the Court to enter a
18 Preliminary Approval order, substantially in the form of **Exhibit 3** attached hereto,
19 preliminarily approving the proposed Settlement, certifying the Class and approving the
20 Class Period for settlement purposes only, and setting a date for the Final Approval
21 Hearing. The Preliminary Approval Order shall provide for notice of the Settlement and
22 related matters to be sent to the Class Members as specified herein. The preliminary
23 approval order shall dismiss all claims (other than those of Named Plaintiff) without
24 prejudice that may have been alleged in the First-Amended Complaint but that predate
25 the commencement of the Class Period to the extent that are not covered by this
26 Agreement.
- 27 d. Information Regarding Class. Within fifteen (15) calendar days after entry of the
28 Preliminary Approval, Defendant shall provide the Settlement Administrator with the

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1 following information with respect to each Class Member: name, most current mailing
2 address indicated in Defendant's records, and the number of Total Work Weeks the
3 Class Member worked during the Class Period or dates of employment of Class
4 Members in Defendant's records for the Settlement Administrator to determine the
5 Total Work Weeks. Defendant will also provide the Settlement Administrator with each
6 Class Member's social security number contained in Defendant's personnel records.
7 The SA (along with any of its agents) shall represent and warrant that it will: (a) provide
8 reasonable and appropriate administrative, physical and technical safeguards for any
9 personally identifiable information ("PII"), which it receives from Defendant; (b) not
10 disclose the PII to anyone, including agents or subcontractors, without Defendant's
11 consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set
12 forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized
13 access, use, disclosure, modification, or destruction; and (e) return or destroy the PII
14 and cause any distributed information to be returned or destroyed upon termination of
15 its services. Prior to mailing, the Settlement Administrator shall perform a search based
16 on the National Change of Address database to update and correct any known or
17 identifiable address changes.

18 e. Notice to Class Members. Within thirty (30) calendar days following Preliminary
19 Approval, the Settlement Administrator shall mail the Class Notice and Request for
20 Exclusion to all persons who are shown by Defendant's records to be members of the
21 Class as set forth in paragraph 62 below.

22 f. Settlement Administrator. The Settlement Administrator shall be responsible for (i)
23 printing and mailing the Class Notices and Request for Exclusion attached hereto as
24 **Exhibits 1 and 2** as directed by the Court; (ii) receiving and reviewing the Request for
25 Exclusions submitted by Class Members to determine eligibility for a Settlement Award
26 of Settlement Class Members; (iii) consulting Defendant concerning the time worked
27 by Class Members, making other calculations of Total Workweeks if requested by
28 Defendant, and amounts of any Settlement Awards to be paid to Settlement Class

Members; (iv) keeping track of opt outs; (v) distributing such Settlement Awards, Enhancement Awards, the Class Counsel Fee and Expense Award; and PAGA Payment as may be ordered and/or approved by the Court; (vi) reporting all Settlement Awards, Enhancement Awards, and attorneys' fees awards paid to Class Counsel on IRS forms W-2 and 1099, or other appropriate tax reporting forms and providing such forms to the respective Settlement Class Members, Named Plaintiff, Class Counsel, and applicable government authorities; (vii) paying any tax imposed on the QSF pursuant to Treasury Regulation § 1.468B-2(a) and other applicable provisions of federal, state or local law imposing tax on the QSF; and (viii) furnishing to Defendant all copies of all Forms W-2, 1099, or other tax reporting forms provided to any Settlement Class Members, Named Plaintiff, and Class Counsel to the payee within the time frame required by law, together with such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Parties all represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. Full and final payment will be made upon payment of all settlement funds into escrow pursuant to Section 61.

Class Notice

62. The Parties agree to the following procedures for giving notice of this Settlement to the Class:

- a. Within thirty (30) calendar days after entry of the Preliminary Approval Order as provided herein, the Settlement Administrator shall send a copy of the Class Notice and Request for Exclusion in the form approved by the Court in its Preliminary Approval Order to all persons shown by Defendant's records to be Class Members, via First Class regular U.S. Mail, using the most current mailing address from Defendant's records or any more current address discovered from an address search. The Request for Exclusion shall include instructions on how to submit the Request for Exclusion, and shall notify Class Members that the Request for Exclusion must be completed, signed and postmarked no later than the Opt-Out Deadline for a Class Member to be excluded from

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- 1 the Settlement.
- 2 b. Any Notices returned to the Settlement Administrator with a forwarding address shall
- 3 be re-mailed by the Settlement Administrator within five (5) calendar days following
- 4 receipt of the returned mail. For any Notices returned to the Settlement Administrator
- 5 without a forwarding address, the Settlement Administrator shall conduct one address
- 6 search using a credit database or other appropriate skip-tracing methods, and shall
- 7 promptly re-mail the Notices to the newly-found addresses. In the event that an intended
- 8 recipient of a Class Notice does not receive the Class Notice, the intended recipient shall
- 9 nevertheless remain a Settlement Class Member unless he or she timely files a Request
- 10 for Exclusion as provided in this Settlement Agreement. The Request for Exclusion to
- 11 be sent to Class Members at a forwarding address provided by the post office or obtained
- 12 by the Settlement Administrator using an appropriate skip-tracing methods as discussed
- 13 in this paragraph shall be identical to the original Request for Exclusion except that it
- 14 shall notify the Class Members that the Request for Exclusion must be returned by first
- 15 class mail and postmarked within seven (7) calendar days after the Opt-Out Deadline.
- 16 c. The date of the postmark on the return envelope shall be the exclusive means used to
- 17 determine whether a Class Member has timely returned his or her Request for Exclusion
- 18 on or before the Opt-Out Deadline. In the event the postmark is illegible, the Request
- 19 for Exclusion shall be deemed untimely unless it is received within seven (7) calendar
- 20 days after the Opt-Out Deadline. Except as otherwise provided in this Agreement or
- 21 agreed to by the Parties, Request for Exclusions that are not timely mailed or received
- 22 shall be disregarded.

23 **Procedure for Objecting to or Requesting Exclusion From the Settlement**

24 63. Class Members who wish to object to the class action portion of the Settlement or

25 to be excluded from the Settlement Class shall submit objections and/or request for exclusion from

26 the Settlement Class, using the following procedures:

- 27 a. Procedure for Objecting. The Class Notice shall provide that only Settlement Class
- 28 Members may object to the Settlement and that Settlement Class Members who wish to

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1 object to the Settlement must file with the Settlement Administrator a written statement
2 object to the Settlement. Such written statement and all supporting briefs or other
3 materials must be filed with the Court and served on counsel for the Parties no later than
4 the Objection Deadline. No Settlement Class Member shall be entitled to be heard at the
5 Final Approval Hearing (whether individually or through separate counsel) or to object
6 to the Settlement, and no written objections or briefs submitted by any Settlement Class
7 Member shall be received or considered by the Court at the Final Approval Hearing,
8 unless the written statement of objections and supporting materials are timely filed and
9 served as set forth herein. Settlement Class Members who fail to file and serve timely
10 written objections in the manner specified above shall be deemed to have waived any
11 objections and shall be foreclosed from making any objection (whether by appeal or
12 otherwise) to the Settlement.

13 b. Procedure for Requesting Exclusion. The Class Notice shall provide that Class
14 Members who wish to exclude themselves from the Class must submit to the Settlement
15 Administrator a Request for Exclusion requesting exclusion from the Class (also
16 referred to herein as "opt out") no later than the Opt-Out Deadline. Such written Request
17 for Exclusion must contain the name, address, and telephone number of the person
18 requesting exclusion, must be returned to the Settlement Administrator at a specified
19 address and must be postmarked on or before the Opt-Out Deadline. Any Class Member
20 who properly opts out of the Class using this procedure will not be entitled to any
21 payment from the Settlement and will not be bound by the Settlement or have any right
22 to object, appeal or comment thereon. Class Members who fail to submit a valid and
23 timely Request for Exclusion on or before the Opt-Out Deadline date shall be bound by
24 all terms of the Settlement and any Judgment entered in this Action if the Settlement is
25 approved by the Court, regardless of whether they ineffectively or untimely request
26 exclusion from the Settlement. Requests for Exclusion will have no impact on the
27 settlement of the claims under the PAGA as approved by the Court. Subject to court
28 approval, all released PAGA claims will be released for all aggrieved employees

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1 irrespective of whether a Class Member submits a Request for Exclusion.

2 c. No later than fourteen (14) calendar days after the Opt-Out Deadline, Settlement
3 Administrator has a complete list of all Class Members who have timely requested
4 exclusion from the Class, along with the number and Total Maximum Settlement
5 Amount of valid Requests for Exclusion received, the Settlement Administrator shall
6 provide that list to Class Counsel and Defendant's counsel.

7 **No Solicitation of Settlement Objections or Exclusions**

8 64. The Parties agree to use their best efforts to carry out the terms of this Settlement.
9 At no time shall any of the Parties or their counsel or agents (or the Settlement Administrator)
10 discourage Class Members to request exclusion or object to this Settlement, or encourage Class
11 Members to appeal from the Court's Final Judgment.

12 **Reasonable Allocation of the Settlement Awards**

13 65. The Settlement Administrator shall calculate the amounts of Settlement Awards in
14 accordance with the methodology set forth in this Settlement Agreement and orders of the Court.
15 The Parties recognize and agree that the claims for compensation and reimbursement in this
16 litigation are difficult to determine with any certainty for any given year, or at all, and are subject
17 to myriad differing calculations and formulas. The Parties agree that the formula for allocating the
18 Settlement Awards provided herein is reasonable and fair to all Class Members and that the
19 payments provided herein are designed to provide a fair settlement to such persons, in light of the
20 uncertainties of the compensation and reimbursement alleged to be owed to the Settlement Class
21 and the calculation of such amounts. The Parties acknowledge and agree that the formula used to
22 calculate payroll periods and individual Settlement Payments does not imply that all of the elements
23 of damages covered by the release are not being taken into account. The above formula was devised
24 as a practical and logistical tool to simplify the claims process.

25 **Calculation of Settlement Awards**

26 66. In order to determine the amount of the Settlement Award to which each Settlement
27 Class Member is entitled, the Settlement Administrator shall use the information provided by
28 Defendant. The Settlement Administrator shall first divide the estimated NSA by the Total Work

Weeks of all Class Member to determine the estimated workweek rate which, when multiplied by the workweeks for a Class Member, yields the estimated Settlement Payment to be provided in the Class Notice. Following the claims procedure, the Settlement Administrator shall divide the NSA by the total Work Weeks of all Settlement Class to determine a workweek rate which, when multiplied by the workweeks for a Settlement Class Member, yields the Settlement Award for each Settlement Class Member. The Settlement Payment shall be made in two payments. The first payment shall be 15 days after the Effective Date and the second payment after the final \$250,000 is received by the Settlement Administrator.

67. The Settlement is non-reversionary. Defendant will pay no less than one hundred percent (100%) of the Net Settlement Amount into the QSF, but shall under no circumstances be required to pay more than the QSF, and all parties shall pay their own fees and costs unless expressly listed herein. The Net Settlement Amount shall be distributed to Settlement Class Members based on the formula in paragraph 66.

Taxes

68. The Parties agree that, for purposes of this Settlement, fifty percent (50%) of each Settlement Class Member's Settlement Award shall be deemed wages, and payroll deductions will be made from such Settlement Class Member's Settlement Award for state and federal withholding taxes or any other applicable payroll deductions. The Parties further agree that the remaining fifty percent (50%) of each such Settlement Award represents penalties and interest.

69. Each Settlement Class Member will be responsible for paying all applicable state, local and federal income taxes on all amounts the Class Member receives pursuant to this Settlement Agreement. Each Settlement Class Member shall cooperate with Defendant and provide documentation as requested to demonstrate such payment should any taxing authority challenge the allocation of Settlement Awards. Defendant makes offers no tax advice regarding this Settlement.

70. All reasonable and directed expenses and costs incurred by, or at the direction of, the Settlement Administrator in connection with the operation and implementation of this Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants

1 and mailing and distribution costs and expenses relating to filing or failing to file the information
2 and other tax returns described above) shall be treated as, and considered to be, a cost of
3 administration of the Settlement and part of the Administration Costs.

4 **Employer's Share of Statutory FICA, FUTA and California Withholdings**

5 71. The employer's share of statutory payroll withholdings including, but not limited to,
6 FICA, FUTA and California withholdings, are excluded from the Total Maximum Settlement
7 Amount.

8 **Class Counsel Fee and Expense Award**

9 72. Class Counsel intends to request that the Court award attorneys' fees in an amount
10 not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, or One
11 Hundred Sixty-Six Thousand Five Hundred Dollars and Zero Cents (\$166,500.00), plus Class
12 Counsel's actual reasonable litigation costs and expenses not to exceed Eighteen Thousand Dollars
13 and Zero Cents (\$18,000.00). The amounts paid in fees shall be for all claims for attorneys' fees
14 past, present and future incurred in the Action, without limitation any fees and costs needed to
15 defend the Settlement in the future, including on appeal. Any reduction in the amount of fees or
16 costs by the Court will not result in a nullification of the Settlement. Defendant will not object to
17 Class Counsel's request set forth in this paragraph.

18 73. The Class Counsel Fee and Expense Award will be paid in two payments, the first
19 within fifteen (15) calendar days after the Effective Date and in the same percentage of any
20 payments to the class and the second payment 15 days after the final payment is made into the QSF
21 as described in paragraph 61 which shall include the balance of the payment. Payment of the Fee
22 and Expense Award to Class Counsel shall constitute full satisfaction of any obligation to pay any
23 amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action
24 incurred by any attorney on behalf of Plaintiff or the Settlement Class, and shall relieve Defendant
25 and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any
26 attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of
27 Plaintiff and/or the Settlement Class. Upon Final Approval Date, Class Counsel will be deemed to
28 have released Defendant from any and all claims resulting from the Action.

1 **Enhancement Award**

2 74. Class Counsel intends to request that the Court approve an Enhancement Award of
3 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Roseanna Vasquez.
4 The Enhancement Award paid pursuant to this Settlement Agreement shall be reported on an IRS
5 Form 1099 by the Settlement Administrator and provided to Plaintiff and applicable governmental
6 authorities. Plaintiff may not appeal any reduction in the amount of the Enhancement Award by the
7 Court; nor will a reduction by the Court result in a nullification of the Settlement. Defendant will
8 not object to Class Counsel's request set forth in this paragraph.

9 75. The Enhancement Award shall be paid in two payments with the first payment
10 within 15 days of the Effective Date and the second payment within fifteen (15) calendar days after
11 the final payment is made into the QSF as described in paragraph 61.

12 76. The Enhancement Award is paid in exchange for a release from Plaintiff of all
13 Released Parties for all claims, demands, rights, liabilities, and causes of action, including without
14 limitation the Settled Claims, whether for economic damages, non-economic damages, punitive
15 damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorneys' fees, costs,
16 or other monies or remedies arising out of, relating to, or in connection with any facts, transactions,
17 events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are
18 or could be the basis of any claims that Defendant acted in any manner that was unlawful. This
19 release includes all federal and state statutory claims, and federal and state common law claims
20 (including but not limited to those for contract, tort, and equity), including, without limitation, the
21 Americans Retirement Security Income Act of 1974, the California Constitution, the California
22 Fair Employment and Housing Act, the California Unfair Competition Act (California Business
23 and Professions Code §§17200 *et seq.*), the California Labor Code, including section 132a claims,
24 and claims made for additional compensation. As of Final Approval, Plaintiff hereby expressly
25 waives and relinquishes, to the fullest extent permitted by law, the benefits of section 1542 of the
26 California Civil Code, which states with Disabilities Act, Age Discrimination in Employment Act,
27 Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. §1983, the
28 Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair

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1 Employment and Housing Act, the California Unfair Competition Act (California Business and
2 Professions Code §§17200, *et seq.*), the California Labor Code, including section 132a claims, and
3 claims made for additional compensation. As of Final Approval, Plaintiff hereby expressly waives
4 and relinquishes, to the fullest extent permitted by law, the benefits of section 1542 of the California
5 Civil Code, which states:

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

10 This release by Plaintiff shall be effective upon the Final Approval Date. Plaintiff understands and
11 agrees that Plaintiff waives any right he may have to reinstatement and/or reemployment by
12 Defendant. The \$7,500 payment shall be allocated as Five Thousand Dollars and Zero Cents
13 (\$5,000) for a general release and Two Thousand Five Hundred Dollars (\$2,500.00) will be
14 allocated as an enhancement payment for acting as the representative employee and named plaintiff.

15 **PAGA Payment**

16 77. Twenty Thousand Dollars (\$20,000.00) shall be allocated to pay all applicable
17 penalties under California Labor Code's Private Attorneys General Act of 2004, as amended,
18 including under California Labor Code sections 2699, 2699.3, and 2699.5. Within fifteen (15) days
19 of the final payment is made into the QSF as described in paragraph 61, the Settlement
20 Administrator shall pay Fifteen Thousand Dollars (\$15,000.00) to the California Labor and
21 Workforce Development Agency in satisfaction of amounts payable under the PAGA, and the
22 remaining Five Thousand Dollars (\$5,000.00) shall be distributed to the Settlement Class Members
23 as part of the Net Settlement Amount.

24 **Questions and Disputes**

25 78. If a Class Member asks Defendant any questions relating to the Settlement, or if a
26 Class Member inquires of Defendant for advice in opting out, Defendant shall instruct the Class
27 Member to contact Class Counsel or the Settlement Administrator for assistance.

28 79. In the event that questions or disputes arise regarding the number of Work Weeks

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or Total Work Weeks worked by Plaintiff or any Class Member under this Settlement Agreement, Defendant shall provide to Class Counsel and the Settlement Administrator reasonably available information reasonably necessary in order to resolve that issue. Such information shall be provided in either electronic form or hard copy, as the Settlement Administrator may reasonably request. The Settlement Administrator shall be responsible for resolving any such disputes regarding Work Weeks. The Settlement Administrator's determination of eligibility for any Settlement Awards under the terms of this Settlement Agreement shall be conclusive, final and binding on all Parties and all Settlement Class Members. Any disputes between the Parties shall be resolved by final, binding, non-appealable arbitration with Mediator Dickstein or another mutually agreed arbitrator if Mediator Dickstein refuses to resolve the dispute or as appointed by the American Arbitration Association. No attorneys' fees and costs will be awarded to the prevailing party.

Defendant's Legal Fees

80. All of Defendant's own legal fees, costs and expenses incurred in the Action shall be borne by Defendant. All of Defendant's own legal fees, costs and expenses incurred in the Action shall be borne by Defendant.

Final Settlement Approval Hearing and Entry of Settlement Order and Judgement

81. Following the Opt-Out Deadline, the Parties will ask the Court to conduct a Final Approval Hearing to determine Final Approval of the Settlement. Upon Final Approval of the Settlement by the Court at or after such hearing, the Parties shall present the Settlement Order and Judgment to the Court for its approval and entry.

Procedure for Payment of Settlement Awards

82. Within fifteen (15) days after the Effective Date the first payment of the Settlement Awards shall be paid from the fund and the final payment of \$250,000 is made into the QSF as described in paragraph 61, and solely for purposes of this Settlement Agreement, the balance of the Settlement Awards shall be paid out of the QSF. All payment shall be distributed in accordance with the following eligibility requirements:

- a. Class Members who submit valid and timely requests for exclusion pursuant to the Class Notice are not entitled to any Settlement Award and will not be bound by this Settlement

1 or any order or judgment entered by the Court approving this Settlement.

2 b. Class Members who do not exclude themselves from the Class shall be deemed to be
3 Settlement Class Members, and shall receive a Settlement Award, and will be bound by
4 the Settlement.

5 83. For purposes of this Settlement, a returned Request for Exclusion shall be deemed
6 valid only if the Settlement Class Member has dated and signed the Form and is timely returned
7 with a timely postmark by U.S. Mail. If the Settlement Administrator receives a Request for
8 Exclusion on or before the Opt-Out Deadline but the Request for Exclusion is defective as to this
9 requirement then, within five (5) calendar days of its receipt of the defective Request for Exclusion,
10 the Settlement Administrator shall notify the Settlement Class Member of the defects and advise
11 the Settlement Class Member that the Request for Exclusion is defective and that a corrected
12 Request for Exclusion must be postmarked and mailed to the Settlement Administrator by the Opt-
13 Out Deadline or fifteen (15) calendar days after the date of mailing the notice of the defect,
14 whichever is later. If the Settlement Class Member's Request for Exclusion remains defective after
15 this opportunity to cure, the Request for Exclusion shall be rejected by the Settlement
16 Administrator.

17 84. The Settlement Administrator shall mail the checks with the Settlement Awards to
18 each Settlement Class Member within fifteen (15) days the Effective Date the first payment of the
19 Settlement Awards shall be paid from the fund and after the final payment \$250,000 is made into
20 the QSF as described in paragraph 51 checks for the balance of the Settlement Awards shall be
21 mailed.

22 85. Any checks paid to Settlement Class Members shall remain valid and negotiable for
23 one hundred fifty (150) calendar days from the date of their issuance and may thereafter
24 automatically be canceled if not cashed by the Settlement Class Members within that time, at which
25 time the amount of the award will be deemed null and void and of no further force and effect and
26 the funds represented by such check shall be delivered to CASA (see
27 http://www.casaforchildren.org/site/c.mtJSJ7MPIsE/b.5301295/k.BE9A/H_ome.htm) if approved
28 by the court or as otherwise directed by applicable law and as ordered by the Court or agreed by

the Parties. If approved by the Court or otherwise as directed by applicable law and as ordered by the Court or as agreed by the Parties.

86. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendant's counsel.

87. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with this Settlement Agreement.

Continuing Validity of Arbitration Agreements

88. The Parties have agreed to settle the Action in Court, including Settled Claims, for the mutual benefit of the Parties and Class Members. This Agreement, the settlement process (including but not limited to motions, correspondences, communications and filings) and proceedings and anything related to them shall have no impact on any individual arbitration agreements between Defendants and any of Defendants' employees, regardless of whether they are Class Members or PAGA Class Members. The submission of Settled Claims to the Court is solely for the purposes settlement and shall not be deemed as an invalidation, waiver, voidance of the arbitration agreements, and shall have no negative impact on their continuing validity. By failing to request exclusion with an Opt Out Request, any Class Member will be deemed to agree to the provisions of this Paragraph.

Administration Costs

89. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. All Administration Costs payable to the Settlement Administrator shall be paid out of the final payment when the second payment is made to Settlement Class Members and Class Counsel.

Withdrawal Provision

90. If more than three percent (3%) of the Class Members timely opt out of the Settlement, Defendant shall have the sole and absolute discretion and right to withdraw from this

1 Agreement within ten (10) days after expiration of the Exclusion Period and written notice from
2 the Settlement Administrator of the final opt out rate. Defendants shall provide written notice of
3 such withdrawal to Class Counsel. In the event that Defendants elect to so withdraw, the
4 withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a
5 condition of Settlement, and the Agreement shall become null and void and have no further force
6 or effect. In the event that Defendants exercise this option, it will be solely responsible for the
7 Settlement Administrator's costs.

8 **Nullification of Settlement Agreement**

9 91. In the event of any of the following: (i) the Court does not enter any order specified
10 herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does
11 not enter the Settlement Order and Judgment as provided herein which becomes final as a result of
12 the occurrence of the Effective Date; or (iv) the Settlement does not become final for any other
13 reason, including the opt-out of three percent (3%) or more of the Class Members and Defendant's
14 rejection of the Settlement on that basis, this Settlement Agreement shall be null and void *ab initio*
15 and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as
16 withdrawn or vacated by stipulation of the Parties. In such case, (i) the Parties shall be returned to
17 their respective statuses as of the date immediately prior to the execution of this Settlement
18 Agreement, and (ii) the Parties shall proceed in all respects as if this Settlement Agreement had not
19 been executed. In the event an appeal is filed from the Settlement Order and Judgment, or any other
20 appellate review is sought prior to the Effective Date, administration of the Settlement shall be
21 stayed pending final resolution of the appeal or other appellate review.

22 **Notification and Certification by Settlement Administrator**

23 92. The Settlement Administrator shall keep the Parties' Counsel apprised of the status
24 of the claims administration process and its distributions of Settlement Awards.

25 **No Effect on Employee Benefits**

26 93. The Settlement Awards paid to Settlement Class Members and the Enhancement
27 Award paid to Plaintiff shall be deemed not to be "pensionable" earnings and shall not have any
28 effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation,

sabbatical, holiday pay, retirement plans, etc.) of Settlement Class Members or Plaintiff. The Parties agree that any Settlement Awards or Enhancement Award paid to Settlement Class Members under the terms of this Settlement Agreement do not represent any modification of Settlement Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant. Further, any Settlement Awards or Enhancement Award paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant.

Privacy of Documents and Information

94. Plaintiff and Class Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of this Action.

Publicity

95. From and after the execution of this Settlement Agreement, the Plaintiff and Class Counsel agree not to publicize this Settlement in any way and, except as required by law, agree to limit statements regarding the Action and the Settlement to responding to questions and describing and explaining the terms of this Settlement Agreement to Class Members. The Plaintiff and Class Counsel shall not hold any press conference or speak to the media regarding the Action or Settlement, and shall not include information regarding the Settlement in any presentations to prospective clients, or the public, or in any advertisement in any form or media. The Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement on any social media or websites, except that Class Counsel may post on its firm website publicly filed Court documents and the phrase: "The Firm settled a class action with an automobile-service related company for \$500,000.00." This shall not restrict Class Counsel from responding to inquiries posed by Class Members or PAGA Members.

Exhibits and Hearings

96. The terms of this Settlement Agreement include the terms set forth herein and attached Exhibits, which are incorporated by reference as though fully set forth herein. Any exhibits

1 to this Settlement Agreement are an integral party of the Settlement. The descriptive headings of
2 any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference
3 only and do not constitute a part of this Settlement.

4 **Interim Stay of Proceedings**

5 97. The Parties agree to hold in abeyance all proceedings in this Action, except such
6 proceedings necessary to implement and complete the Settlement, pending the Final Approval
7 Hearing to be conducted by the Court.

8 **Amendment or Modification**

9 98. This Settlement Agreement may be amended or modified only by a written
10 instrument signed by counsel for all Parties or their successors-in-interest.

11 **Entire Agreement**

12 99. This Settlement Agreement and the attached exhibits constitute the entire agreement
13 among the Parties, and no oral or written representations, warranties or inducements have been
14 made to any Party concerning this Settlement Agreement or its exhibits other than the
15 representations, warranties and covenants contained and memorialized in such documents. All prior
16 or contemporaneous negotiations, agreements, understandings, and representations, whether
17 written or oral, are expressly superseded hereby and are of no further force and effect. Each of the
18 Parties acknowledge that it has not relied on any promise, representation or warranty, express or
19 implied, not contained in this Settlement Agreement. This settlement and/or any Class Member's
20 decision to participate or not participate in the Settlement shall not have any impact on any
21 agreement between a Class Member and any Released Parties to arbitrate any claim or other dispute
22 that is not covered and resolved by this Settlement.

23 **Authorization to Enter Into Settlement Agreement**

24 100. Counsel for all Parties warrant and represent that they are expressly authorized by
25 the Parties whom they represent to enter into this Settlement Agreement and to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to
27 effectuate its terms, and to execute any other documents required to effectuate the terms of this
28 Settlement Agreement. The Parties and their counsel agree to cooperate with each other and to use

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1 their best efforts to effect the implementation of the Settlement. In the event the Parties are unable
2 to reach agreement on the form or content of any document needed to implement the Settlement,
3 or on any supplemental provisions or actions that may become necessary to effectuate the terms of
4 this Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such
5 disagreement.

6 **Binding on Successors and Assigns**

7 101. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
8 heirs, beneficiaries, successors or assigns of the Parties hereto, as previously defined.

9 **California Law Governs**

10 102. All terms of this Settlement Agreement and the exhibits hereto shall be governed by
11 and interpreted according to the laws of the State of California, regardless of its conflict of laws.

12 **Counterparts**

13 103. This Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same instrument,
15 provided that counsel for the Parties to this Settlement Agreement shall exchange among
16 themselves original signed counterparts.

17 **Cooperation and Drafting**

18 104. Each of the Parties has cooperated in the drafting and preparation of this Settlement
19 Agreement; hence the drafting of this Settlement Agreement shall not be construed against any of
20 the Parties.

21 **Appeal and Opt Out and Objection**

22 105. The Parties agree that the settlement does not include injunctive relief. Plaintiff
23 waives any right to appeal the settlement and will not opt out of the Settlement or object to the
24 settlement and will be considered a Settlement Class Member.

25 **Jurisdiction of the Court**

26 106. Any dispute regarding the interpretation or validity of or otherwise arising out of
27 this Settlement Agreement, or relating to the Action or the Settled Claims, shall be subject to the
28 exclusive jurisdiction of the California state courts in and for the County of Los Angeles, and the

1 Plaintiff, Settlement Class Members, and Defendant agree to submit to the personal and exclusive
2 jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation,
3 implementation and enforcement of the terms of this Settlement Agreement and all orders and
4 judgments entered in connection therewith, and the Parties and their counsel submit to the
5 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
6 embodied in this Settlement Agreement and all orders and judgments entered in connection
7 therewith. In any action to enforce the terms of this Settlement Agreement, the prevailing party to
8 any such action shall be entitled to recover reasonable attorneys' fees and costs incurred, but
9 excludes Settlement Class Members who did not receive actual notice of the Settlement.

10 **Invalidity of Any Provision**

11 107. The Parties request that before declaring any provision of this Settlement Agreement
12 invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible
13 consistent with applicable precedents. The Court may allocate less to the Named Plaintiff, Class
14 Counsel, administrator and/or the LWDA than indicated in Paragraph 58, subdivisions b, c, d and
15 without impacting the validity and enforceability of the Agreement. Except for the provisions set
16 forth in the preceding sentence, in the event that any of the material terms or conditions of this
17 Agreement are not fully and completely approved by the Court and satisfied, this Agreement shall
18 terminate at the option of either Party, or both, and all terms of the Agreement including, any
19 payments by Defendants, shall be null and void. Any sums not awarded for attorneys' fees, costs,
20 class representative enhancement, and settlement administration costs and amounts not claimed by
21 Class Members shall be added to the NSA at the time of distribution. Without limiting the
22 generality of the foregoing, if this Agreement is terminated for failure to satisfy any of the terms or
23 conditions of this Agreement nothing in this Agreement shall be used, construed or admissible as
24 evidence by or against any Party as a determination, admission, or concession of any issue of law
25 or fact in this litigation, or in any other proceeding for any purpose; and the Parties do not waive,
26 and instead expressly reserve, their respective rights to prosecute and defend this litigation as if this
27 Agreement never existed. In addition, notwithstanding the generality of the foregoing, if this
28 Agreement is terminated for failure to satisfy any of the material terms or conditions this

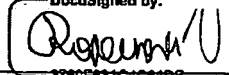
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1 Agreement, Defendant shall not be obligated to create or maintain any type of settlement fund, and
2 shall not be obligated to make any Settlement Payment to any Class Member, to Class Counsel, or
3 to the Named Plaintiff.

4 **Plaintiff's Waiver of Rights to be Excluded and Object**

5 108. By signing this Settlement Agreement, Plaintiff agrees to be bound by the terms
6 herein and further agrees not to request to be excluded from the Settlement Class and she further
7 represents and warrants that she has no objection to any of the terms of this Settlement Agreement.
8 Any such request for exclusion shall therefore be void and of no force or effect.

9 Dated: 1/4/2022, 2021

DocuSigned by:


Plaintiff ROSEANNA VASQUEZ

13 Dated: 1/5/22 2021

FOR ALAMITOS ENTERPRISES, LLC.

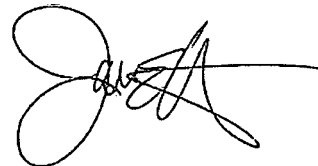


NAME: Christine Johnson

ITS: Human Resources Manager

19 AGREED AS TO FORM:

20 Dated:



23 Jim Hart
24 Kyra Buch
LITTLER MENDELSON, P.C.
Attorneys for Defendant
25 Alamitos Enterprises, LLC.

1 Dated: January 4, 2022

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4 Marcus Bradley
5 BRADLEY/GROMBACHER, LLP
6 Attorneys for Plaintiff ROSEANNA
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