

1 JAMES HART, Bar No. 194168
jhart@littler.com
2 LITTLER MENDELSON P.C.
18565 Jamboree Road, Suite 800
3 Irvine, CA 92612
Telephone: 949-705-3000

4 KYRA A. BUCH, Bar No. 296192
kbuch@littler.com
5 LITTLER MENDELSON P.C.
6 633 West 5th Street
63rd Floor
7 Los Angeles, California 90071
Telephone: 213.443.4300
8 Facsimile: 213.443.4299

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.
22
23
24
25
26
27
28

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

1 MARCUS- J, BRADLEY, Bar No 174156
KILYE L. GROMBACHER, Bar No. 245960
2 LIRIT A. KING, Bar No. 252521
BRADLEY/GROMBACHER, LLP
3 31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
4 Telephone: (805)270-7100
mbradley@bradleygrombacher.com
5 kgrombacher@bradleygrombacher. com
lkirig@bradleygromhacher,com
6

7 SAHAG MAJARIAN II, Bar No 146621
LAW OFFICES OF SAHAG MAJARIAN II
8 18250 Ventura Boulevard
Tarzana, California 91356
9 Telephone: (818) 609-0807
Email : sahagii@aoi.com

10 Attorneys for Plaintiff, ROSEANNA VASQUEZ individually
11 and on behalf of other individuals similarly situated
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUBJECT TO COURT APPROVAL, IT IS HEREBY STIPULATED, by and among Plaintiff Roseanna Vasquez (“Plaintiff” or “Named Plaintiff”), individually and on behalf of the proposed settlement class, state of California and alleged aggrieved employees, and all similarly-situated employees and former employees of Defendant Alamos Enterprises, LLC that this class action and PAGA action is hereby settled pursuant to the terms and conditions set forth below in this Stipulation and Settlement Agreement of Class Action Claims (“Stipulation” or “Settlement Agreement”):

Defined Terms

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

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

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

4. “Class” means the aggregate group of Class Members.

5. “Class Counsel” means Plaintiff’s counsel: Marcus Bradley of Bradley/Grombacher, LLP and Sahag Majarian II or Law Offices of Sahag Majarian II and any other purporting to represent the class.

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

7. “Class Members” are defined as all individuals who are employed or previously

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

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

12 16. “Final Approval” means that the Settlement Order and Judgment has been entered
13 and the Court has made its final order awarding any attorneys’ fees and expenses.

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

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

22 19. “Mediator” means Michael Dickstein.

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

27 21. “Objection Deadline” means the date forty-five (45) calendar days following the
28 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

1 shall be paid.

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

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

14 32. “Settlement” means the terms and conditions set forth in this Stipulation and
15 Settlement Agreement of Class Action Claims.

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

22 34. “Settlement Award” means the amount that each Class Member is entitled to
23 receive from the Net Settlement Amount.

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

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

14 36. "Settled PAGA Claims." The settlement includes a release of all Settled PAGA
15 Claims by PAGA Members for the time period, (subject to the Cap– see paragraph 60), beginning
16 on February 23, 2019 and through the earlier of 60 days after full execution of this Agreement or
17 the preliminary approval of the settlement, and includes Settled PAGA Members employed by
18 Defendant during that time period. "Settled PAGA Claims" means any and all claims for relief,
19 whether suspected or unsuspected, which Plaintiff or any PAGA Member (who cannot opt out)
20 have had, now have, or may discover in the future against the Released Parties or any of them for
21 any or all PAGA claims alleged in the Complaint or which could have been alleged in the Complaint
22 based on the allegations, facts, matters, transactions or occurrences alleged therein, and shall
23 specifically include without limiting the generality thereof all causes of action listed in the
24 Complaint (including the First-Amended Complaint). The release of the foregoing claims, extends
25 to all theories of relief regardless of whether the claim is, was or could have been alleged as separate
26 claims, causes of action, lawsuits or based on other theories of relief, including under the California
27 Labor Code, the Wage Orders, applicable regulations. "Settled Claims" includes all types of relief
28 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.

1 42. “Work Weeks” means (subject to adjustment pursuant to the Cap– see paragraph
2 60), the number of weeks of employment for each Settlement Class Member (rounding up to the
3 nearest whole number) as an hourly-paid or non-exempt employee from August 27, 2017 through
4 the earlier of 60 days after full execution of this Agreement or the preliminary approval of the
5 settlement as reflected or estimated from Defendant’s records and estimates. For the PAGA
6 case, “Work Weeks” means (subject to adjustment pursuant to the Cap– see paragraph 60), the
7 number of weeks of employment for each PAGA Member (rounding up to the nearest whole
8 number) as an hourly-paid or non-exempt employee from February 23, 2019 through the earlier of
9 60 days after full execution of this Agreement or the preliminary approval of the settlement as
10 reflected or estimated from Defendant’s records and estimates.

11
12 43. “Workweek Rate” means the NSA divided by the total workweeks according to
13 company records and estimates worked by all Class Members during the Class Period and, for the
14 PAGA settlement, PAGA Members during the PAGA Class Period to determine a per workweek
15 payout to all Class Members who do not opt out as Class Members and for PAGA Members. The
16 Workweek Rate will vary depending on how long the Class Member or PAGA Member was
17 employed by Defendant during the respective period. Each Class Member and PAGA Member
18 shall be paid an amount equal to their individual Work Weeks worked between the relevant Class
19 Period or PAGA Period, multiplied by the Workweek Rate, except for those who timely and validly
20 opt out of the class action portion of the settlement.

21 **Procedural History**

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

28 a. Failure to pay all wages;

- 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

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

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

4 **The Settlement Components**

5 58. The Settlement in this Action is for a non-reversionary settlement amount of
6 \$500,000 and shall have five components: (1) the Settlement Awards; (2) the Enhancement Award;
7 (3) the Class Counsel Fee and Expense Award; (4) the PAGA Payment; and (5) the Administrative
8 Costs;. The Total Maximum Settlement Amount”, which shall constitute the total maximum
9 settlement amount Defendant will pay under this Settlement is Five-Hundred Thousand Dollars
10 (\$500,000.00), including all components described in this paragraph other than employer-side
11 payroll taxes, and the payment of which the Parties have no objection and payable as follows:

- 12 a. The Settlement Awards. Settlement Class Members shall be entitled to pro-rata
13 payment of the Total Maximum Settlement Amount, less the Enhancement Award, the
14 Class Counsel Fee and Expense Award, the PAGA Payment, third party administrator
15 costs and fees associated with administration of the Settlement.
- 16 b. Enhancement Award. Plaintiff shall receive an Enhancement Award in the amount of
17 Seven Thousand Five Dollars (\$7,500.00).
- 18 c. Class Counsel Fee and Expense Award. Attorneys’ fees of thirty three and one- third
19 percent (33 1/3%) of the Total Maximum Settlement Amount of One Hundred Sixty
20 Six Thousand Five Hundred Dollars (\$166,500.00) and costs not to exceed Eighteen
21 Thousand Dollars (\$18,000.00) to the law firm of Bradley/Grombacher (“Class
22 Counsel”), which shall be the sole payments for attorneys’ fees and costs, including any
23 post-settlement efforts and costs, including but not limited to defending against
24 objectors, appeals, collateral attacks, etc., and, otherwise, the parties and Settlement
25 Class Members and their counsel shall bear their own fees and costs in connection with
26 the litigation.
- 27 d. PAGA Payment. PAGA penalties in the amount of Twenty Thousand Dollars
28 (\$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

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

the Settlement.

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

Procedure for Objecting to or Requesting Exclusion From the Settlement

63. Class Members who wish to object to the class action portion of the Settlement or to be excluded from the Settlement Class shall submit objections and/or request for exclusion from the Settlement Class, using the following procedures:

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

1 object to the Settlement must file with the Settlement Administrator a written statement
2 objecting 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

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

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

No Solicitation of Settlement Objections or Exclusions

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

Reasonable Allocation of the Settlement Awards

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

Calculation of Settlement Awards

66. In order to determine the amount of the Settlement Award to which each Settlement Class Member is entitled, the Settlement Administrator shall use the information provided by 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.

Enhancement Award

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

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

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

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

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

12 **Defendant's Legal Fees**

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

16 **Final Settlement Approval Hearing and Entry of Settlement Order and Judgement**

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

21 **Procedure for Payment of Settlement Awards**

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

- 27 a. Class Members who submit valid and timely requests for exclusion pursuant to the Class
28 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

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**

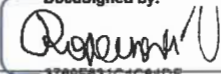
11 107. The Parties request that before declaring any provision of this Settlement Agreement
12 invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible
13 consistent with applicable precedents. The Court may allocate less to the Named Plaintiff, Class
14 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

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
10 Dated: 1/4/2022, 2021

DocuSigned by:

3709F031C4C04DE

11
12 Plaintiff ROSEANNA VASQUEZ

13 Dated: 1/5/22 2021

14 FOR ALAMITOS ENTERPRISES, LLC.

15 

16 NAME: Christine Johnson

17 ITS: Human Resources Manager

18
19 AGREED AS TO FORM:

20 Dated:

21 

22
23 Jim Hart
24 Kyra Buch
25 LITTLER MENDELSON, P.C.
26 Attorneys for Defendant
27 Alamitos Enterprises, LLC.

1 Dated: January 4, 2022

2
3 

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

EXHIBIT 1

Vasquez v. Alamitos Enterprises, LLC
Los Angeles Superior Court, Case No. 20STCV31966

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES A CLASS SETTLEMENT AND YOU FOLLOW CERTAIN PROCEDURES EXPLAINED BELOW IF YOU ARE OR WERE EMPLOYED BY ALAMITOS ENTERPRISES, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME FROM AUGUST 27, 2017 THROUGH [DATE]

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS, AND OPTIONS FOR YOU TO CONSIDER**

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself and the Court approves the settlement. Your estimated Settlement Award is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself from the Settlement, you must send the included Request for Exclusion Form or send a letter to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will retain any claims against Defendant that you may have. Instructions are set forth below.
Object	Write to the Court about why you do not like the Settlement. If you object, you will still receive a share of the settlement proceeds if the Court approves the settlement. Instructions are set forth below.

I. What is the purpose of this Notice?

The purpose of this Notice is to let you know that there is a class action lawsuit pending in the Superior Court for the County of Los Angeles, that you may be a member of the Class and may be entitled to a payment as part of the settlement of the lawsuit ("Settlement"). The lawsuit was filed against Alamitos Enterprises, LLC ("Defendant") and alleged that Defendant violated the Labor Code with respect to non-exempt employees working in California entitled *ROSEANNA VASQUEZ v. ALAMITOS ENTERPRISES, LLC*, Case No.

20STCV31966 (the “Action”). The Action seeks compensation for alleged unpaid wages and associated penalties available under the California Labor Code.

Roseanna Vasquez (“Plaintiff”) and Defendant (together, “the Parties”) to the lawsuit participated in a mediation before private mediator Michael Dickstein on August 31, 2021, after which the Parties agreed to settle the matter. On [date of preliminary approval], in Department 24 of the Los Angeles Superior Court, the Court held a hearing in which it approved the Parties’ motion for a court order that:

- 1.) conditionally certifies the Class (described below) for settlement purposes only;
- 2.) grants preliminary Court approval of the proposed Settlement;
- 3.) grants Court approval of this Notice, which includes setting a schedule and procedure for filing requests for exclusion; and,
- 4.) schedules a Final Approval Hearing for final Court approval of the Settlement for [date of final approval], __:__ a.m. in Department 24 of the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012. The hearing may be continued (moved to another date) without further notice to the Settlement Class (as described below). It is not necessary for you to appear at the Final Approval Hearing, but you may appear if you wish.

II. Why does Plaintiff seek settlement approval?

Plaintiff seeks approval of the Settlement because she reached a proposed class settlement with Defendant that she believes to be fair, reasonable, adequate, and in the best interests of the members of the Class and all parties.

III. What is Defendant’s position on Settlement?

Defendant denies that any of its practices at issue in this Action were or are unlawful. Defendant views this settlement as a compromise. It is not admitting to the allegations in the case. Defendant reserves the right to object to all claims if the Settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because Defendant’s records identify you as a member of the Class. “Class Members” are defined as:

“All individuals who are employed or previously were employed by Defendant in California and classified as non-exempt employees at any time from August 27, 2017 through [DATE].

The “Settlement Class”/”Settlement Class Members” includes all Class Members who have not opted out of the Settlement. The “Class Period” is August 27, 2017 through [DATE].

V. Who are the attorneys representing the Parties?

Class Counsel

Marcus Bradley
BRADLEY/GROMBACHER LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Phone: (805) 270-7100
Email: mbradley@bradleygrombacher.com
Website: www.bradleygrombacher.com

Counsel for Defendant

James E. Hart
LITTLER MENDELSON
18565 Jamboree Road, Suite 800
Irvine, California 92612

VI. What is the proposed Settlement?

Under the Stipulation and Settlement Agreement of Class Action Claims between Plaintiff and Defendant (“Settlement Agreement”), Defendant agrees to pay \$500,000 to settle the claims as described below. This amount includes the following allocations: (i) settlement payments to members of the Settlement Class, (ii) an Enhancement Award to the Plaintiff of up to \$7,500, (iii) Class Counsel’s attorney’s fees of up to \$166,500 and litigation costs not to exceed \$18,000, (iv) all costs incurred by the Settlement Administrator estimated to be \$20,000; and (v) a \$20,000 allocation to penalties under the Private Attorneys General Act (“PAGA”), payable seventy-five percent (75%) to the Labor Workforce Development Agency (“LWDA”) and twenty-five percent (25%) payable to the Class Members. All these amounts are subject to Court approval. If the Court approves all amounts requested, the remaining sum will be \$ [REDACTED] (the “Net Settlement Amount”). The Net Settlement Amount will be distributed to all Class Members who do not request to be excluded automatically. Class Members will be required to keep the Settlement Administrator (described below) updated of any changes in address until receipt of their settlement payment.

By [REDACTED] [fifteen (15) days of the Preliminary Approval], Defendant shall pay Two Hundred Fifty Thousand Dollars (\$250,000) to be held by the Settlement Administrator. The remaining amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be paid by Defendant on a pro rata basis every month over the next 24 months after the payment of Two Hundred Fifty Thousand Dollars (\$250,000.00).

Class Counsel’s motion for final approval and the application for an award of attorney’s fees and costs will be filed by [REDACTED] [16 court days before final approval hearing] and may be examined (i) online at <http://www.lacourt.org/> by entering the Case No. 20STCV31966, or (ii) in person at the Clerk’s Office for the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, California, 90012. The following is a summary of the settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Settlement Agreement, a copy of which is filed with the Court.

Settlement Awards. Defendant agreed to pay each Settlement Class Member, which includes anyone who does not validly request exclusion from the Settlement through the Settlement Administrator in accordance with the terms of the Settlement Agreement, after final approval of the class action settlement. The Settlement Payment shall be made in 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.

The Net Settlement Amount will be distributed among Settlement Class Members in the class based on a proportional basis based upon each Settlement Class Member’s number of work weeks as a percentage of the Total Work Weeks for all members of the Settlement Class. The Net Settlement Amount shall be divided by the total workweeks by all Settlement Class Members (referred to as the “Workweek Rate”). Each Settlement Class Member shall be paid an amount equal to their individual workweeks worked during the Class Period, multiplied by the Workweek Rate applicable to their status as a full time or part time employee. The Settlement Awards shall be distributed in in two payments.

The Amount of Your Settlement Award. It is presently estimated you will receive approximately <<\$ [REDACTED]>> based on << [REDACTED]>> weeks you worked for Defendant in California during the relevant Class Period (August 27, 2017 through [DATE]). This number of weeks is based upon the records of Defendant and may change.

If you believe the Workweeks used to calculate your award are incorrect, you may send a written dispute to the Settlement Administrator at [REDACTED]. The written dispute must include (i) your name, address and phone number, (ii) an explanation of why the Workweeks listed are incorrect, including the dates you worked for Defendant, and (iii) documentation establishing your dates of employment and supporting your dispute. In order to be considered, you must mail any such written dispute on or before [DATE]. The

Settlement Administrator will review any timely dispute submitted and make a final decision based upon the records of Defendant and any documentation you provide to support your dispute. The actual amount of your award may vary depending upon the number of Class Members who participate in the Settlement and the resolution of any disputes.

VII. What are my rights with regard to this matter?

You have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One. Participate as a Class Member.

To get money from the Settlement, you do not need to do anything. If you are a Class Member and you do not exclude yourself from the Class, you will automatically receive a settlement payment and will be bound by the Settlement. The judgment will bind all members of the Settlement Class who do not request exclusion. By participating in the Settlement, you will receive payment and will release Defendant and other “Released Parties” for any and all claims alleged in the Action or which could have been alleged based upon the allegations in the Action that occurred during the Class Period. You can get more details by examining the underlying settlement documents in the court’s file at <http://www.lacourt.org/> by entering the Case No. 20STCV31966 and on Class Counsel’s website <http://www.bradleygrombacher.com/> under “Court Notices” for the *Vasquez v. Alamos Enterprises* case. The Court’s orders and judgment for this Settlement will also be posted on this website.

Class Counsel, who has been preliminarily appointed and approved by the Court for settlement purposes only, will represent you at no additional cost to you. You may also consult with your own attorney at your own expense.

If the Court gives final approval to the Settlement, the Settlement Administrator will send you a check at a later date to the address it has on file for you. It is important that you keep the Settlement Administrator informed of any changes in address until receipt of your settlement payment.

B. Option Two. You Can Exclude Yourself (“opt out”) from the Settlement.

If you do not wish to participate in or be bound by the Settlement, you must mail to the Settlement Administrator, [REDACTED], at the address provided below, a written request for exclusion from the Class Action Settlement, **post-marked on or before [DATE]**. Requests for exclusion must state, in effect, that you do not wish to participate in the Settlement in *Vasquez v. Alamos Enterprises* and include the Case No. 20STCV31966. In addition, any request **must** include your first and last name, signature, address, phone number, and last four digits of social security number for verification purposes. A Request for Exclusion form accompanies this Notice

If you request exclusion, you will not receive any money from the Settlement, nor will you be considered to have released your claims alleged in the class action. If you request exclusion from the class action settlement, you may not obtain any recovery under this class action settlement. You may, however, pursue other remedies separate and apart from the class action settlement that may be available to you.

C. Option Three. You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Settlement Class (opt out), you may object to the Settlement before final approval of the Settlement by the Court. If you choose to object to the Settlement,

you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

To object to the Settlement, or any portion of it, you must mail any such written objection, postmarked on or before **[DATE]**. Objections must be timely sent to the Settlement Administrator for consideration by the Court. In the alternative, you may appear at the Final Approval Hearing and make your objection to the Court in person.

VIII. What rights am I releasing?

A. Released Rights and Claims.

With this Settlement you will settle and fully release and discharge any and all Released Parties for any and all Settled Claims during the Class Period.

“Settled Claims” means any and all claims for relief which you have had, now have, against the Released Parties or any of them for any or all 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, 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.

“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.

The “Class Period” is August 27, 2017 through **[DATE]**.

The Settled Claims also include all claims Plaintiff and members of the Settlement Class may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel and (ii) the payment of the Class Representative enhancement payment. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Settlement Class Members who have not expressly opted out of the Settlement. Notwithstanding the foregoing, the release (with the exception of Named Plaintiff) expressly excludes all other claims, including claims for wrongful termination, unemployment insurance, disability, and workers’ compensation, and claims outside of the Class Period.

If you were employed by Defendant in California during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described claims and be bound by the Settlement by operation of the judgment in this case. If the Settlement is approved by the Court and becomes final, the Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue. This Settlement and/or your decision to participate or not participate in or object to it shall not have any impact on any agreement between you and Released Parties to arbitrate any claim or other matter not covered and resolved by this Settlement.

B. Payment to Settlement Class Members.

Neither Defendant, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your settlement payment.

Your distribution from the Settlement will be paid by no later than [DATE] after final court approval of this Settlement, and all rights to appeals or further appeals are exhausted.

IX. **Whom can I contact if I have further questions?**

The Settlement Administrator for this class action settlement is as follows:

Vasquez v. Alamos Enterprises
[NAME OF SETTLEMENT ADMINISTRATOR]
[ADDRESS]
[TELEPHONE NUMBER]

If you have questions, you may call the Settlement Administrator toll free at [TELEPHONE NUMBER]. Ask about the *Vasquez v. Alamos Enterprises* class settlement. You may also contact Class Counsel listed in Section V above. **PLEASE DO NOT CALL THE COURT OR COUNSEL FOR DEFENDANT.**

IMPORTANT:

- You must keep the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement Payment checks will be null and void 150 days after issuance if not deposited or cashed. Monies represented by checks that remain uncashed 150 days after the date of issuance will be forwarded to the California Department of Industrial Relations Unclaimed Wages Fund in the name of the Settlement Class Member for further handling. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. Failure to do so within 150 days of mailing shall result in the checks becoming void. In such case, you would have waived any right or claim to a settlement payment.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Vasquez v. Alamos Enterprises, LLC

Los Angeles Superior Court Case No. 20STCV31966

Instructions: Please fill out this Request for Exclusion Form (“Form”) **only if you do not want to participate in this Settlement**. If you want to be included in the Settlement, DO NOT sign this Form. If you choose to return this Form, the postmark deadline for mailing the form is [DATE].

Only Class Members or their legal representatives may submit this Request for Exclusion Form. Any executor, administrator, guardian, conservator, or trustee who submits a Request for Exclusion Form on behalf of a Class Member or his or her estate must (1) sign the Request For Exclusion Form on the Class Member’s behalf; (2) indicate his or her title as representative (*i.e.*, executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Class Member’s behalf, or the Request for Exclusion will not be operative and will not be considered.

I. PERSONAL INFORMATION.

Please legibly print the following information:

Name (first, middle and last): _____

Residential Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last Four Digits Of Social Security Number: _____

PERSONAL INFORMATION WILL BE USED ONLY FOR IDENTIFICATION PURPOSES.

II. INDIVIDUAL REPRESENTATIONS.

I WISH TO REQUEST THAT I BE EXCLUDED FROM THE SETTLEMENT in *Vasquez v. Alamos Enterprises, LLC*, Los Angeles Superior Court Case No. 20STCV31966.

By signing and returning this Form, I certify that I have read the Notice of Proposed Class Action Settlement (“Notice”) in this action and wish to be excluded.

By requesting exclusion from this Settlement, I understand that I have the right to pursue my own claims *Alamos Enterprises, LLC*, if any.

I understand that by requesting exclusion from this Settlement, I will not receive any Settlement Payment described in the Notice.

I have had the opportunity to seek the advice of counsel with respect to the legal implications of requesting exclusion from the Settlement.

I understand that if I do not affirmatively request exclusion from this Settlement in a timely manner, I will automatically be considered a member of the Settlement, and I will be bound by the

terms of the Settlement, including the release of all claims as described in the Notice.

I understand that prior to signing this Form, I have had the opportunity to direct any questions to the counsel for the Class and/or the Settlement Administrator.

I understand that submission of this Request for Exclusion will have no impact on the settlement of the claims under the PAGA as approved by the Court. Subject to court approval, all released PAGA claims will be released for all aggrieved employees, including me, irrespective of whether I submit this Request for Exclusion.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must mail it to the Settlement Administrator on or before _____ at the address listed below. Please do not email or fax the Form.

[INSERT NAME OF ADMINISTRATOR]

[INSERT P.O. BOX and TOLL-FREE TELEPHONE NUMBER]

IV. NO RETALIATION

I understand that if I am currently employed by Alamitos Enterprises, LLC, I will not be threatened, harassed, discriminated against, or retaliated against for excluding myself from the Settlement or otherwise exercising my legal rights. To the extent that I believe that I am being retaliated against or otherwise treated improperly, I will report the matter.

V. CERTIFICATION OF INFORMATION

By signing below, I certify that any information I am providing with this Request For Exclusion Form is true and correct and that I wish to request exclusion from the Settlement.

I signed this Request for Exclusion Form on _____ (date), at
_____ (city and state).

Dated: _____

(Signature)

(Print Name)

EXHIBIT 3

MARCUS- J, BRADLEY, Bar No 174156
KILYE L. GROMBACHER, Bar No. 245960
LIRIT A. KING, Bar No. 252521
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805)270-7100
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lkirig@bradleygromhacher.com

SAHAG MAJARIAN II, Bar No 146621
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Email : sahagii@aoi.com

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

SUPERIOR COURT OF 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

**[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT AND SETTING
HEARING FOR FINAL APPROVAL OF
SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE TERESA A. BEAUDET

Date: [DATE]

Time: [TIME]

Dept: XX

Complaint Filed: August 20, 2020

1 On [REDACTED], at [REDACTED] a.m., a hearing was held on the motion of Plaintiff
2 ROSEANNA VASQUEZ (“Plaintiff”), for preliminary approval of the proposed class action
3 settlement reached between Plaintiff and Defendant ALAMITOS ENTERPRISES, LLC (“Defendant”
4 or “Alamitos”) (collectively, the “Parties”).

5 The Court, having read and considered the papers filed in support of the motion, having
6 considered the arguments of counsel, and good cause appearing therefore,

7 IT IS HEREBY ORDERED:

8 1. The Parties’ Class Action Settlement Agreement and Stipulation (the “Settlement
9 Agreement”) (attached as Exhibit A hereto) is preliminarily approved as the terms of the Settlement
10 Agreement fall within the range of approval as fair, adequate and reasonable, appear to be the
11 product of arm’s-length and informed negotiations, and treat all Class Members fairly.

12 2. The Parties’ proposed notice plan is constitutionally sound and hereby approved as
13 the best notice practicable. The Parties’ proposed Notice of Proposed Class Action Settlement
14 (“Class Notice”) is sufficient to inform Class Members of the terms of the Settlement Agreement,
15 their rights to receive monetary payments under the Settlement Agreement, their rights to object to
16 the Settlement Agreement, or elect not to participate in the Settlement Agreement, the processes for
17 doing so, and the date and location of the final approval hearing. The Court finds that the notice
18 requirements of California Rule of Court, rule 3.769, subd. (f) are satisfied, and that the Class Notice
19 that will be provided adequately advises Class Members of their rights under the Settlement. The
20 proposed Class Notice shall be accompanied by the Request for Exclusion and are also approved,
21 and together with the Class Notice are hereinafter referred to collectively as the “Settlement Packet.”
22 The Proposed Class Notice and Request for Exclusion are attached hereto as Exhibits B, & C
23 respectively. The Court hereby approves, as to form and content, the Settlement Packet in
24 substantially the form attached hereto as Exhibits B-C. The Court approves the procedure for Class
25 Members to opt out of or object to the Settlement as set forth in the Settlement Agreement. The
26 Settlement Packet consisting of the Class Notice and other forms fairly, plainly, accurately, and
27 reasonably informs Class Members of: (1) the nature of the action, the definition of the Class, the
28 identity of Class Counsel, and the essential terms of the Settlement; (2) Named Plaintiff’s and Class

1 Counsel's applications for the class representative's enhancement award, and Class Counsel's
2 request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's
3 estimated payment; (4) class members' rights to appear through counsel if they desire; (5) how to
4 object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how
5 to obtain additional information regarding the action and the Settlement. (California Rule of Court,
6 rule 3.766.) Counsel for the Parties are authorized to correct any typographical errors in the
7 Settlement Packet and make clarifications, to the extent the same are found or needed, so long as
8 such corrections do not materially alter the substance of the documents.

9 3. The following persons are conditionally certified as Class Members for Settlement
10 purposes only: "all individuals who are employed or previously were employed by Defendant in
11 California and classified as non-exempt employees at any time from August 27, 2017 through
12 [DATE] (the "Class Period").

13 4. The proposed Class satisfies the requirements of a class because the members of the
14 Class are readily ascertainable, and a well-defined community of interest exists in the questions of
15 law and fact affecting the Parties.

16 5. Plaintiff, Roseanna Vasquez is appointed as the Class Representative. Marcus
17 Bradley of Bradley/Grombacher is appointed as Class Counsel.

18 6. [REDACTED] is appointed to act as the Settlement Administrator, pursuant to the terms
19 set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry out the
20 Settlement according to the terms of the Settlement Agreement and in conformity with this Order.

21 7. The Settlement Packet shall be disseminated according to the notice plan described in
22 the Settlement Agreement and substantially in the form submitted by the Parties.

23 8. The procedures and deadlines for members of the Class to opt out or object to the
24 Settlement shall be as described in the Settlement Agreement.

25 9. The Motion for Final Approval of the Settlement Agreement, including requests to
26 approve the Class Representative Enhancement payment and Class Counsel's request for attorneys'
27 fees and costs, shall be filed and served no later than [REDACTED], 202[REDACTED].

28 10. A final approval hearing will be held on [REDACTED], 202[REDACTED], at 8:30 a.m.,

1 to determine whether the Settlement Agreement should be granted final approval as fair, reasonable,
2 and adequate as to the Settlement Class Members.

3 11. The Court reserves the right to continue the date of the final approval hearing without
4 further notice to the Class Members. The Court retains jurisdiction to consider all further
5 applications arising out of or in connection with the Settlement Agreement.

6 12. If the Settlement does not become final for any reason, the fact that the Parties were
7 willing to stipulate to settlement shall have no bearing on, and will not be admissible in connection
8 with litigation, whether through issue preclusion or estoppel or otherwise.

9 13. The Settlement falls within the range of reasonableness and appears to be
10 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
11 and final approval by this Court. Based on a review of the papers submitted by Plaintiff, the Court
12 finds that the Settlement is the result of arms-length negotiations conducted after Class Counsel had
13 adequately investigated the claims and become familiar with the strengths and weaknesses of the
14 claims. The assistance of an experienced mediator in the Settlement process supports the Court's
15 conclusion that the Settlement is non-collusive. The Parties are ordered to carry out the Settlement
16 according to the terms of the Settlement Agreement.

17 14. Any Class Member who intends to object to final approval of the Settlement
18 Agreement must submit an objection to the Settlement Administrator by mail in accordance with the
19 Settlement Agreement. Any opposition or reply to an objection or the motion for final approval will
20 be due according to California Code of Civil Procedure section 1005. The submission of an
21 objection allows Class Counsel or defense counsel to notice the deposition of the objecting person
22 under the Code of Civil Procedure, and to seek documentary evidence and other tangible things that
23 are relevant to the objection. Failure by an objector to make himself or herself available for
24 deposition or to comply with expedited discovery requests may result in the Court striking the
25 objection and denying the person the opportunity to be further heard. The Court reserves the right to
26 tax the costs of such discovery to the objector or the objector's counsel should it determine that the
27 objection is frivolous or is made for an improper purpose. Nothing in this Order shall preclude any
28 action to enforce the Parties' obligations under the Settlement or under this Order or alter or impact

1 any existing arbitration agreements between Defendant and any Class Member for claims not
2 released by this Settlement.

3 15. In the event the Settlement is not fully and finally approved, or otherwise does not
4 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
5 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions
6 as of before entering into the Settlement Agreement. All putative class allegations and claims
7 alleged in the First Amended Complaint that predate the commencement of the Class Period (other
8 than those of Named Plaintiff) are hereby dismissed without prejudice.

9
10 Dated: November ____, 2021

11 JUDGE HON. TERESA BEAUDET
12 Judge, Los Angeles Superior Court
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

MARCUS- J, BRADLEY, Bar No 174156
KILYE L. GROMBACHER, Bar No. 245960
LIRIT A. KING, Bar No. 252521
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805)270-7100
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lkirig@bradleygrombacher.com

SAHAG MAJARIAN II, Bar No 146621
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Email : sahagii@aoi.com

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

SUPERIOR COURT OF 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

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

ASSIGNED FOR ALL PURPOSES TO
JUDGE TERESA BEAUDET

Date: DATE
Time: TIME
Dept: XX

Complaint Filed: August 20, 2020

1 On [REDACTED], at [REDACTED] a.m., a hearing was held on the motion of ROSEANNA
2 VASQUEZ ("Plaintiff"), for preliminary approval of the proposed class action settlement reached
3 between Plaintiff and Defendant ALAMITOS ENTERPRISES, LLC ("Defendant" or "Alamitos")
4 (collectively, the "Parties").

5 The Court, having read and considered the papers filed in support of the motion, having
6 considered the arguments of counsel, and good cause appearing therefore,

7 IT IS HEREBY ORDERED:

8 This matter having come before this Court for hearing on [REDACTED] at [REDACTED] a.m. on Plaintiff's
9 unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Parties' Class
10 Action Settlement Agreement and Stipulation ("Settlement Agreement"), pursuant to the Order
11 Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval of
12 Settlement ("Preliminary Approval Order"), adequate notice having been given as required in said
13 Order, and the Court having considered all papers filed and proceedings had herein, and good cause
14 appearing therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

- 15 1. The Court has jurisdiction over the subject matter of the action and all parties.
- 16 2. Based on a review of the papers submitted by Plaintiff and a review of the applicable
17 law, the Court finds that the Gross Settlement Amount of \$500,000 and the terms set forth in the
18 parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
19 attached hereto as "**Exhibit A**" and is hereby incorporated into this Order as though fully set forth
20 herein. Except as otherwise specified herein and for purposes of this Order, the terms used in this
21 Order have the meaning assigned to them in the Settlement Agreement and Notice Of Proposed
22 Class Action Settlement And Fairness Hearing ("Class Notice").
- 23 3. The Court has determined that the Class Notice provided to the Class pursuant to the
24 Preliminary Approval Order fully and accurately informed all Class Members of the material
25 elements of the proposed Settlement, constituted the best notice practicable under the circumstances,
26 and constituted valid, due and sufficient notice to all Class Members.
- 27 4. The Court hereby grants full, unconditional and final approval of the Settlement as
28 fair, reasonable and adequate in all respects, determines that the Settlement was made in good faith

1 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
2 accordance with the terms of the Settlement Agreement. The Court further finds that the Settlement
3 was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and
4 adequately investigated the claims and became familiar with the strengths and weaknesses of those
5 claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an
6 experienced mediator in the settlement process, among other factors, support the Court's conclusion
7 that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant,
8 including the Settlement Payments to be paid to Settlement Class Members as provided for by the
9 Settlement Agreement, are fair and reasonable under the facts of this case.

10 5. Pursuant to California Rules of Court, rule 3.769(d), this Court makes final the
11 conditional class certification contained in the Preliminary Approval Order, and thus certifies a class
12 defined as: All persons who, at any time from August 27, 2017 through [DATE] (the "Class
13 Period"), worked as a non-exempt employee at any Alamos Enterprises, LLC ("Defendant").

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

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

1 8. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
2 the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
3 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is
4 supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by
5 an experienced mediator, and all Settlement Class Members, and confers a significant financial
6 benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and
7 the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent
8 with public policy, and fully complies with all applicable provisions of law, including the provisions
9 of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The
10 nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement,
11 the allocation of settlement proceeds among the Class Members and the fact that a settlement
12 represents a compromise of the Parties' respective positions rather than the result of a finding of
13 liability at trial all support the Court's decision granting final approval. The following factors also
14 support the decision granting final approval: the risk, expense, complexity and likely duration of
15 further litigation; the risk of attaining and maintaining class action status throughout the
16 proceedings; and the extent of discovery completed and the stage of the proceedings.

17 9. The reaction of the Class Members to the proposed Settlement further supports the
18 Court's decision granting final approval. The Court is satisfied with the settlement administration
19 statistics and the explanation for those statistics provided by [REDACTED] by way of the Declaration of
20 [REDACTED].

21 10. The Court also hereby approves payment of up to [AMOUNT] Dollars and Zero
22 Cents (\$X,000.00) to [REDACTED], the appointed Settlement Administrator, for the services it has rendered
23 and will render in administering the Settlement as described more fully in the Settlement Agreement,
24 payable pursuant to the Settlement Agreement. The court also awards \$ [REDACTED] to Named Plaintiff
25 as an enhancement and for a general release, payable pursuant to the Agreement.

26 11. The Court also awards \$ [REDACTED] in Class Counsel fees and \$ [REDACTED] in costs
27 pursuant to Class Counsel's application, payable pursuant to the Agreement.
28

1 12. Pursuant to California Labor Code Section 2698, et seq., the Court also hereby
2 approves allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross
3 Settlement Amount as payment for Plaintiff's claims on her own behalf and on behalf of all Class
4 Members for penalties under the Private Attorneys General Act ("PAGA"), and 75% of that amount,
5 or Fifteen Thousand Dollars and Zero Cents (\$15,000.00), shall be paid to the California Labor &
6 Workforce Development Agency ("LWDA"), while the remainder shall be paid to Class Members as
7 part of the Net Settlement Amount as directed in the Settlement Agreement, payable pursuant to the
8 Agreement. Requests for Exclusion will have no impact on the settlement of the claims under the
9 PAGA as approved by the Court. All released PAGA claims will be released for all aggrieved
10 employees irrespective of whether a Class Member submits a Request for Exclusion.

11 13. [REDACTED] shall calculate and administer from the Gross Settlement Amount individual
12 Settlement Payments to be made to the Settlement Class Members (including the allocation of such
13 amounts between taxable wages, interest and penalties, as specified in the Settlement Agreement),
14 attorneys' fees and costs to Class Counsel, enhancement award to the Class Representative, and
15 PAGA payment to the LWDA, all of which shall be deducted from the \$500,000 Gross Settlement
16 Amount. A total of approximately \$ [REDACTED] will be distributed to the Settlement Class
17 Members. [REDACTED] is hereby directed to take all other actions in furtherance of the settlement
18 administration as specified in the Settlement Agreement.

19 14. The releases, waivers and covenants not to sue by the Named Plaintiff and Settlement
20 Class Members, as set forth in the Settlement Agreement (including but not limited to paragraphs
21 53-57 of the Settlement Agreement and all corresponding definitions) and in the Class Notice, are
22 approved and are hereby incorporated by reference and made a part of this Order as though fully set
23 forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of
24 this Order and pursuant to the Settlement, Plaintiff and Settlement Class Members waive and release
25 the Settled Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order
26 and Judgment, and Named Plaintiff and Settlement Class Members are permanently barred jointly
27 and severally from prosecuting against Defendant and Released Parties any and all of the Plaintiff's
28 and Settlement Class Members' Settled Claims. As discussed in the Settlement Agreement, the

1 aggrieved employees and the LWDA are bound by the Court's final judgment, which bars and
2 enjoins them from pursuing, or seeking to re-open, any of the PAGA portion of the Settled Claims
3 against the Released Parties.

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

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

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

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

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

18 20. The deadline for filing a report regarding the distribution of funds pursuant to the
19 Settlement Agreement is [REDACTED].

20 Dated: [REDACTED], 2022

21 JUDGE HON. TERESA BEAUDET
22 Judge, Los Angeles Superior Court
23
24
25
26
27
28