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14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 IN AND FOR THE COUNTY OF PLACER

17 CHRISTINA HALL, an individual, on behalf of
18 herself and on behalf of all persons similarly
19 situated,

20 PLAINTIFF,

21 v.

22 USA MULTIFAMILY MANAGEMENT,
INC., a California Corporation; USA
23 PROPERTIES FUNDS, INC., a California
Corporation; USA MULTIFAMILY
24 HOUSING, INC., a California Corporation;
USA CONSTRUCTION MANAGEMENT,
25 INC., a California Corporation; and DOES 1
through 50, Inclusive,

26
27 Defendants.

CASE NO. S-CV-0045913

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF, ON BEHALF OF
HERSELF AND ALL OTHERS
SIMILARLY SITUATED, AND
DEFENDANT**

Complaint Filed: December 7, 2020

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2 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”
3 or “Settlement”) is made and entered into by and between Plaintiffs CHRISTINA HALL,
4 VINITA CRENSHAW, and SAMUEL MCCURIN (“Plaintiffs”), individually, and on behalf of
5 Class Members as defined at paragraph 6 below and on behalf of PAGA Group Members as
6 defined at paragraph 7 below, and USA MULTIFAMILY MANAGEMENT, INC., USA
7 PROPERTIES FUNDS, INC., USA MULTIFAMILY HOUSING, INC., and USA
8 CONSTRUCTION MANAGEMENT, INC., and all subsidiary, affiliated, or related persons or
9 entities (collectively referred to as “Defendants”). This Stipulation of Settlement shall be
10 binding on Plaintiffs and Class Members and PAGA Group Members, and on Defendants and
11 the Released Parties, subject to the terms and conditions hereof and the Court’s approval. The
12 Settlement contemplated by this Stipulation of Settlement is sometimes hereinafter referred to as
13 the “Settlement.”

14 THE PARTIES STIPULATE AND AGREE as follows:

15 1. Plaintiffs and Defendants are collectively referred to herein as “the Parties.” On
16 December 7, 2020, Plaintiff Christina Hall filed her action, titled *Christina Hall v. USA*
17 *Multifamily Management, Inc.; USA Properties Funds, Inc.; USA Multifamily Housing, Inc.; and*
18 *USA Construction Management, Inc.*, currently pending in Placer County Superior Court, Case
19 No. S-CV-0045899. On December 3, 2020, Plaintiff filed a Private Attorney General Act
20 (“PAGA”) representative action in Placer County Superior Court, Case No. S-CV-0045899
21 (“PAGA Representative Action”).

22 2. On September 30, 2022, the two cases were consolidated under this case name
23 and number for all purposes. On November 7, 2022, Plaintiff filed her First Amended Complaint
24 (“FAC”) in the consolidated Action following the filing of a stipulation by the parties.

25 3. On December 2, 2021, Plaintiff Vinita Crenshaw filed her action in *Vinita*
26 *Crenshaw v. USA Multifamily Management, Inc.*, currently pending in Placer County Superior
27 Court, Case No. S-CV-0047675.

1 4. On May 6, 2022 Samuel McCurin filed his action titled *Samuel McCurin v. USA*
2 *Multifamily Management, Inc.*; USA Properties Fund, Inc., currently pending in Placer County
3 Superior Court, Case No. S-CV-0048447.

4 5. Plaintiffs Complaints allege causes of action against Defendants for violation of
5 California Business and Professions Codes section 17200, *et seq.*, failure to pay minimum wages
6 for all hours worked, failure to pay overtime wages, failure to provide meal and rest periods,
7 failure to provide accurate wage statements, failure to reimburse business expenses, wages not
8 timely paid, violations of the Fair Credit Reporting Act, violations of the Investigative Consumer
9 Credit Reporting Agencies Act, and PAGA, on behalf of Class Members, as alleged in the FAC,
10 from June 12, 2016 through trial. Plaintiffs seek recovery of alleged damages, penalties, interest,
11 and attorneys' fees and costs. Defendants filed answers in all matters denying all claims,
12 denying that Plaintiffs and the Class Members are entitled to any recovery, and asserting
13 affirmative defenses in response to Plaintiffs' claims. The term "Action" means these putative
14 class actions pending in Placer County Superior Court. The class period is from June 12, 2016
15 through the date 60 days after this Joint Stipulation of Settlement is fully executed by the parties
16 ("Wage/ Hour Class Period").

17 6. None of the Plaintiffs have filed a motion for class certification, nor has a date
18 been set by the Court for the filing of such a motion in any of the cases listed above.

19 7. These Actions have been actively litigated. There have been on-going
20 investigations, and there has been an exchange of extensive documentation and information.

21 8. The parties to all actions desire now to settle all claims brought by Plaintiffs in
22 all the Actions listed above and to reach a full and final settlement of all claims.

23 9. The Settlement reached between the Parties as set forth below, was achieved as
24 a result of two days of mediation presided over by Mediator Tripper Ortman on November 5,
25 2021 and June 15, 2023.

26 10. For purposes of this Settlement, the "Settlement Class" or "Class Members"
27 shall consist of all nonexempt employees employed by Defendants in California at any time

1 between June 12, 2016, through 60 days after execution of the long-form settlement agreement
2 (“Wage/Hour Class Period”). Defendants have represented that there are approximately 625
3 class members. The Settlement Class shall not include any person who previously settled or
4 released any of the claims covered by this Settlement, or any person who previously was paid or
5 received awards through civil or administrative actions for the claims covered by this Settlement.

6 11. The PAGA Group Members will consist of all non-exempt employees
7 employed by Defendants in California at any time between September 4, 2019, through 60 days
8 after long-form settlement agreement (“PAGA Period”). Defendants have represented that there
9 are approximately 408 PAGA Group Members.

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

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

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

17 i. Whether Defendants complied with the applicable laws affecting
18 Plaintiff and the Settlement Class, which are alleged in the FAC to have been violated; ; and

19 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
20 damages, penalties, interest, and attorneys’ fees and costs.

21 c. Plaintiffs believe their claims are typical of the claims of the members of
22 the Settlement Class.

23 d. Plaintiffs believe they will fairly and adequately protect the interests of the
24 Settlement Class, and that Plaintiff’s counsel Timothy B. Del Castillo and Kent L. Bradbury of
25 Castle Law: California Employment Counsel, PC, Edwin Aiwazian of Lawyers for Justice, PC,
26 and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas J. De Blouw
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1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, should be “Class Counsel,” and will fairly
2 and adequately protect the interests of the Settlement Class.

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

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

10 10. Defendants deny any liability or wrongdoing of any kind whatsoever associated
11 with the claims alleged in the Action, and further deny that, for any purpose other than settling
12 this Action, this Action is appropriate for class or representative treatment. (See No Admissions
13 provision at paragraph 35 below.) With respect to Plaintiffs’ claims, Defendants contend, among
14 other things, that they have complied with all applicable state, federal and local laws affecting
15 Plaintiff and the Settlement Class.

16 11. It is the desire of the Parties to fully, finally and forever settle, compromise and
17 discharge all class and PAGA disputes and claims arising from or related to the Action. To
18 achieve a full and complete release of Defendants, each Class Member acknowledges that this
19 Stipulation of Settlement is intended to include in its effect all claims under state, federal and
20 local law that were or could have been asserted based on the facts and allegations made in the
21 Action, and any amendments thereto

22 12. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
23 full and complete settlement and release of all claims arising from the allegations of this class
24 action case, which release includes in its effect (i) Defendants; (ii) each of Defendants’ past,
25 present, and future direct and indirect; (iii) the respective past, present, and future direct and
26 indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future
27 shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,

1 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit
2 plans, insurers, transferees, predecessors, successors and assigns of any of the foregoing; and (v)
3 any individual or entity which could be jointly liable with any of the foregoing. The groups
4 described in this paragraph 10(i)-(v) are collectively referred to as the “Released Parties”.

5 13. Counsel for the Settlement Class have conducted a thorough investigation into the
6 facts of this Action, and have diligently pursued an investigation of Class Members’ claims
7 against Defendants. Plaintiffs and Class Counsel’s investigation of the Action has been
8 sufficient to satisfy the criteria for court approval as set forth in *Dunk v. Ford Motor Company*
9 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
10 116, 129-130. Based on their own independent investigation and evaluation, Class Counsel are
11 of the opinion that the Settlement with Defendants for the consideration and on the terms set
12 forth in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of
13 the Settlement Class in light of all known facts and circumstances, including the risk of
14 significant delay, the risk the Settlement Class will not be certified by the Court, defenses
15 asserted by Defendants and numerous potential appellate issues. Defendants and Defendants’
16 counsel also agree that the Settlement is fair and in the best interest of the Parties.

17 14. The Parties agree to cooperate and to take all steps necessary and appropriate to
18 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
19 Settlement. This shall include taking the steps necessary to consolidate all matters mentioned
20 above filed by all Plaintiffs for settlement purposes and to effectuate a global settlement of all
21 claims. This shall include filing a stipulation for consolidation of all cases in Placer County
22 Superior Court under the *Hall* matter, the filing of a Second Amended Complaint that will now
23 include all Plaintiffs, and seeking approval of the Court for this settlement.

24 15. This Settlement requires Defendants to pay Settlement Awards (defined below)
25 according to a specified formula to each Settlement Class Member who fails to submit a timely
26 and valid Request for Exclusion as specified in this Settlement (“Participating Class Member”)
27 as well as to each Settlement Class Member who was employed during the PAGA Period
28

(September 4, 2019, through 60 days after execution of this Joint Stipulation of Settlement), regardless of whether or not that Class Member timely excluded him/herself from the Settlement. The Gross Settlement Amount is One Million Four Hundred Thousand Dollars (\$1,400,000.00), including the Settlement Awards, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award to the class representative, \$100,000 allocated to penalties under the California Private Attorneys General Act ("PAGA") with \$75,000 (three-quarters) paid to the California Labor and Workforce Development Agency ("LWDA") and \$25,000 (one-fourth, referred to herein as the "PAGA Settlement Amount") paid to the Settlement Class as described below, and settlement administration expenses ("maximum total liability"). It is understood and agreed that Defendants' maximum total liability under the Settlement shall not exceed the Gross Settlement Amount of \$1,400,000.00, with the exception of Defendants' share of employer-paid payroll taxes, which will be paid separate from and in addition to the Gross Settlement Amount. It is further understood and agreed that Defendants shall have no obligation to pay any person, entity, or organization more than the amount of the maximum total liability under the Settlement.

TERMS OF SETTLEMENT

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

a. It is agreed by and among Plaintiffs and Defendants that these Actions and any claims, damages or causes of action asserted on behalf of the Settlement Class or PAGA Group Class arising out of the disputes which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendants, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective ("Effective Date") when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for the Class and

Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to participate, object, or to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and (v) only in the event there are written objections submitted prior to the formal fairness hearing which are not later withdrawn, the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendants, contrary to Paragraph 15 above, are required to pay more than the Gross Settlement Amount as set forth in Paragraph 15 under any circumstances. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendants shall not have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

c. Gross Settlement Amount, Net Settlement Amount and PAGA Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay One Million Four Hundred Thousand Dollars (\$1,400,000.00) ("Gross Settlement Amount"). The Parties agree the Gross Settlement Amount will be paid fully out, with no residue returning to Defendants. At no time shall Defendants have the obligation to segregate the funds comprising the Gross Settlement Amount, and Defendants shall retain exclusive authority over, and the responsibility for, those

1 funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement
2 Awards paid to Class Members, the attorneys' fees and costs to Class Counsel, the enhancement
3 awards to the Class Representatives, the fees and expenses of the Settlement Administrator, the
4 payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement,
5 shall be paid out of the Gross Settlement Amount. The Net Settlement Amount, shall be
6 calculated by deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses,
7 the enhancement awards, \$100,000 attributable to PAGA penalties (the "PAGA Settlement
8 Amount"), and settlement administration expenses from the Gross Settlement Amount ("Net
9 Settlement Amount"). Class Members shall not be required to submit claim forms to participate
10 in the Settlement; all Participating Class Members will be mailed settlement award checks, as
11 will all non-Participating Class Members who were employed during the PAGA Period.

12 i. Class Size: Defendants represented to Plaintiff at mediation that
13 the putative class consisted of approximately 625 individuals and 88,125 workweeks during the
14 settlement period. If the number of employees exceeds 625 or the number of work weeks
15 exceeds 88,125 by more than 10%, by the date of preliminary approval, Defendants shall have
16 the option of: 1) selecting a new end date for the release that limits the number of workweeks to
17 no more than 110% of 88,125; or 2) increasing the Net Settlement Amount proportionally (for
18 any amount over 10%).

19 ii. Settlement Awards to Participating Class Members: Settlement
20 Awards to Participating Class Members will be determined based on the number of workweeks
21 worked in California in a non-exempt position by the Class Members during the Class Period
22 based on information to be provided by Defendants. Defendants' workweek data will be
23 presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
24 Administrator by credible written evidence. All workweek disputes will be resolved and decided
25 by the Settlement Administrator, and the Settlement Administrator's decision on all workweek
26 disputes will be final and non-appealable. The amount to be paid per workweek to Participating
27 Class Members will be calculated by the Settlement Administrator by dividing the Net
28

1 Settlement Amount by the number of workweeks worked by Participating Class Members. In
2 addition, each Participating Class Member will get a payment from the Private Attorneys
3 General Act Allocation. Any person who opts out of the Settlement is not a Participating Class
4 Member, and is ineligible to object to the Settlement.

5 iii. Private Attorneys General Act Allocation: The Parties have agreed
6 to allocate \$100,000 of the Maximum Settlement Amount to penalties under the California
7 Private Attorneys General Act (“PAGA”). Seventy-five percent (75%) of this amount, or in
8 other words \$75,000, will be paid to the Labor and Workforce Development Agency (“LWDA”)
9 of the State of California, and the remaining balance of \$25,000 will be distributed to Class
10 Members who worked for Defendants during the PAGA Period based on the pro-rata share of
11 workweeks worked by each Class Member during the PAGA Period. Notwithstanding the
12 submission of a timely and proper request for exclusion, Class Members who were employed by
13 Defendants during the PAGA Period will still be bound by the settlement and release of the
14 PAGA Claims or remedies under the Final Judgment pursuant to *Arias v. Superior Court*, 46
15 Cal.4th 868 (2009) as requests for exclusion do not apply to the PAGA Claims (and hence will
16 receive a payment from the PAGA Settlement Amount).

17 iv. Allocation of Settlement Awards: The Parties have agreed, based
18 on the allegations in the Action, that individual Settlement Awards payable to Participating Class
19 Members from the Net Settlement Amount will be allocated as follows: (1) twenty percent
20 (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and (2)
21 eighty percent (80%) will be allocated to alleged unpaid penalties for which IRS Forms 1099-
22 MISC will issue. Payments made to Class Members from the PAGA Settlement Amount shall
23 be allocated entirely to unpaid penalties for which IRS Forms 1099-MISC will issue.
24 Participating Class Members assume full responsibility and liability for any employee taxes
25 owed on the distribution any Class Member received from the Net Settlement Amount.

26 v. Settlement Awards Do Not Trigger Additional Benefits: All
27 Settlement Awards to Class Members shall be deemed to be income to such Class Members

solely in the year in which such awards actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the sole payments to be made by Defendants to the Class Members in connection with this Settlement, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or modification, Defendants further agree not to oppose Class Counsel's application for attorneys' fees and litigation costs as set forth in Paragraph 18 below.

vii. Class Representative: The Parties agree to the designation of Plaintiffs Christina Hall, Vinita Crenshaw, and Smauel McCurin as the "Class Representatives." Subject to Court approval, Defendants agree not to oppose Plaintiffs' request for an Enhancement Award of up to \$10,000 each. The Enhancement Award is in addition to any claimed individual Settlement Award to which Plaintiffs are entitled. The Enhancement Awards are to be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to the Plaintiffs for their service as the Class Representatives, and Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve an Enhancement Award to the Class Representatives in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Enhancement Awards set forth above shall be added to the Net Settlement Amount.

viii. Settlement Administrator: The Settlement Administrator will be Phoenix Settlement Administrators, or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court. All administration expenses shall be paid out of the Maximum Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 60 calendar days after the Effective Date of the Settlement (defined above in Paragraph 16).

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”), based on Defendants’ records, stating the number of weeks worked as Class Member during the Class Period, along with each Class Member’s estimated Settlement Award amount, assuming all Class Members participate and the final number of weeks worked is the same as existed at the time of mailing the Class Notice. The pre-printed information based on Defendants’ records shall be presumed to be correct unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the weeks worked during the Class Period by submitting written evidence to the Settlement Administrator. All disputes regarding weeks worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

d. Enhancement Award to Plaintiffs for Plaintiffs’ Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiffs within 60 calendar days after the Effective Date of the Settlement (defined above in Paragraph 16).

CLAIMS ADMINISTRATION

17. The Parties have agreed to the appointment of Phoenix Settlement Administrators to perform the customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual

1 agreement and approval by the Court. The Settlement Administrator will mail the Class Notice
2 to all Class Members. The Settlement Administrator will independently review Defendants' data
3 as to the number of weeks worked during the Class Period, and will calculate the amounts due to
4 Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator
5 shall report, in summary or narrative form, the substance of its findings. At the request of
6 Defendants, and upon receipt of funds from Defendants, the Settlement Administrator will issue
7 and send out Settlement Award checks to Class Members. Tax treatment of the Settlement
8 Awards will be as set forth herein. All disputes relating to the Settlement Administrator's
9 performance of its duties shall be referred to the Court, if necessary, which will have continuing
10 jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and
11 obligations contemplated by this Stipulation of Settlement have been fully carried out.

12 ATTORNEYS' FEES AND LITIGATION COSTS

13 18. In consideration for settling this Action, in exchange for the release of claims by
14 the Settlement Class, and subject to final approval or modification by the Court, Defendants
15 agree not to oppose Class Counsel's application for attorneys' fees not to exceed 33.33 percent
16 of the Gross Settlement Amount, or in other words up to \$466,620.00, and attorneys' costs not to
17 exceed \$30,000.00, from the Gross Settlement Amount. The amounts set forth above will cover
18 all work performed and all fees and costs incurred to date, and all work to be performed and all
19 fees and costs to be incurred in connection with the approval by the Court of this Stipulation of
20 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
21 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees
22 and litigation costs, the difference between the lesser amounts and the maximum amounts set
23 forth above shall be added to the Net Settlement Amount. The payment of the Class Counsel
24 Fees

25 Payment shall be made as follows: 25% to Blumenthal Nordrehaug Bhowmik De Blouw LLP,
26 25% to Lawyers for Justice, and 50% to Castle Law: California Employment Counsel, PC.
27

1 Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred
2 the expenses.

3 19. The attorneys' fees and litigation costs approved by the Court shall be paid to
4 Class Counsel within 60 calendar days after the Effective Date of the Settlement (defined above
5 in Paragraph 16).

6 NOTICE TO THE PLAINTIFF CLASS

7 20. Class Notice, as approved by the Court, shall be sent by the Settlement
8 Administrator to the Class Members by first class mail. Any returned envelopes from this
9 mailing with forwarding addresses will be used by the Settlement Administrator to forward the
10 Notice to the Class Members.

11 a. Within twenty one (21) calendar days of preliminary approval of this
12 Settlement by the Court, Defendants shall provide to the Settlement Administrator a spreadsheet
13 of the Class Members' names, last-known addresses, last-known telephone numbers, Social
14 Security numbers ("Class Member Information"), and workweek data. The spreadsheet will be
15 marked as Confidential and the Class Members' contact information and Social Security
16 numbers will be used only by the Settlement Administrator for the sole purpose of effectuating
17 the Settlement, and will not be provided to Class Counsel at any time or in any form. To the
18 extent Class Counsel possesses or comes to possess the Class Members' contact information
19 and/or Social Security numbers, Class Counsel shall return all such information (including
20 copies and data or information derived therefrom) within five (5) days of the date the Court
21 preliminarily approves the Settlement, shall not retain copies of such information, and shall not
22 maintain or use such information for any purpose. The spreadsheet provided for above, shall be
23 based on Defendants' payroll and other business records and in a format acceptable to the
24 Settlement Administrator. Within forty five (45) calendar days of preliminary approval of this
25 Settlement, the Settlement Administrator will mail the Class Notice to Class Members.

26 b. Notices returned to the Settlement Administrator as non-delivered during
27 the 45 calendar day period for objecting to the Settlement, or disputing the weeks worked during

1 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If
2 there is no forwarding address, the Settlement Administrator will do a check of the Class
3 Members' addresses against those on file with the U.S. Postal Service's National Change of
4 Address List and will skip-trace return mail and re-mail within three (3) calendar days of receipt
5 using the Class Member's social security number; this search will be performed only once per
6 Class Member by the Settlement Administrator. Upon completion of these steps by the
7 Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have
8 satisfied their obligations to provide the Class Notice to the affected member of the Settlement
9 Class. The affected member of the Settlement Class shall remain a member of the Settlement
10 Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order
11 and Final Judgment.

12 c. The Class Notice shall also identify the procedures for opting out of or
13 objecting to the Settlement.

14 d. Class Counsel shall provide to the Court, at least sixteen (16) court days
15 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
16 diligence and proof of mailing with regard to the mailing of the Class Notice.

17 SETTLEMENT AWARDS

18 21. Settlement Awards shall remain valid and negotiable for one hundred eighty
19 (180) calendar days from the date of their issuance; upon the deadline to cash the Settlement
20 Awards, the checks will automatically be cancelled by the Settlement Administrator if not
21 cashed by the Class Member within that time, and the Class Member's claim will remain
22 released by the Settlement. The Settlement Awards provided to Class Members shall
23 prominently state the expiration date or a statement that the checks will expire in one hundred
24 eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the
25 check. Expired Settlement Awards will not be reissued, except for good cause and as mutually
26 agreed by the Parties in writing. The Settlement Administrator will send one reminder notice to
27 all Class Members who have not cashed the settlement award check thirty (30) days prior to the

1 deadline. Any residue from uncashed Settlement Awards after the expiration date will be paid
2 out to Center for Workers' Rights, a non-profit 501(c)(3) organization that provides civil legal
3 services to low-wage and disadvantaged workers, as the *cy pres* recipients pursuant to Code of
4 Civil Procedure Section 384, subject to Court approval. Upon completion of its calculation of
5 payments, the Settlement Administrator shall provide Defendants with a report listing the
6 amount of all payments to be made to each Class Member. Defendants, on behalf of the
7 Released Parties, will pay to the Settlement Administrator the Gross Settlement Amount, after
8 the Settlement becomes effective as defined in Paragraph 16, within 30 calendar days following
9 the Effective Date. The Settlement Administrator shall disburse the payment in accordance
10 with Paragraph 16. The Settlement Administrator will be responsible for making appropriate
11 deductions, paying to Class Counsel any Court-approved attorneys' fees and litigation costs,
12 paying to the Class Representative any Court-approved Enhancement Award, paying the
13 LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting
14 tax reporting obligations, and for issuing the individual Settlement Awards to Class Members.
15 Proof of payment will be filed with the Court and provided to Class Counsel and Defendants'
16 Counsel within one hundred twenty (120) calendar days from the Effective Date.

17 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

18 22. Opting Out of the Settlement. For those Class Members who do not wish to
19 participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by
20 submitting a timely written request to the Settlement Administrator. The written request
21 ("Request for Exclusion") should state that he/she has received the Class Notice, decided not to
22 participate in the Settlement, and words to the effect that he/she desires to be excluded from the
23 Settlement. The Request for Exclusion must also state the individual's full name, address, last
24 four digits of Social Security Number, and telephone number. The Request for Exclusion must
25 be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to the Settlement
26 Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement
27 Administrator no later than 45 calendar days after the Settlement Administrator mails the Notice

to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement. If a Settlement Class Member submits both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored.

23. Objecting to the Settlement. Any Participating Class Member that wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for Defendants), a timely statement of objection. To be timely, an objection must be mailed to the Settlement Administrator, and postmarked no later than forty five (45) calendar days after the Settlement Administrator mailed the Notice to the Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. An objection must contain at least the following: (i) the objector's full name, address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address and telephone number. All objections shall be signed by the objecting Participating Class Member, even if the Participating Class Member is represented by counsel. The right to object to the proposed Settlement must be exercised individually by a Participating Class Member. Attempted collective, group, class or subclass objections shall be ineffective and disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

24. Effective upon the date of final approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, each Participating Class Member fully releases and discharges the Released Parties

1 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
2 attorneys' fees, damages, action or causes of action of any nature under any state, federal or local
3 law that were or could have been asserted based on the facts and allegations made in the Action,
4 and any amendments thereto, as to the Class Members, including without limitation, California
5 Labor Code sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7,
6 256, 500, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et*
7 *seq.*, 2802, California Industrial Commission Wage Orders, the federal Fair Labor Standards Act,
8 and Business and Professions Code sections 17200, *et seq.*, and including all claims for or related
9 to alleged unpaid wages, minimum wages, overtime or double time wages, regular rate of pay,
10 off-the-clock work, timely payment of wages during employment and at separation, meal periods
11 and meal period premiums, rest periods and rest period premiums, wage statements, business
12 expense reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation
13 benefits and/or matching benefits for payments received under the Settlement, unfair
14 competition, unfair business practices, unlawful business practices, fraudulent business practices,
15 conversion, class actions, representative actions, aggrieved party claims, injunctive relief,
16 declaratory relief, accounting, liquidated damages, penalties of any nature (including but not
17 limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as
18 well as all other claims and allegations alleged in the Action, from June 12, 2016, through
19 through 60 days after execution of this Joint Stipulation of Settlement (collectively "Participating
20 Class Members' Released Claims").

21 25. Subject to Court approval, all Settlement Class Members who worked one or
22 more shifts within the PAGA Period shall be deemed to have released any claim for civil
23 penalties under PAGA arising as a result of the Released Parties' alleged violation of California
24 Labor Code sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7,
25 256, 500, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802,
26 and California Industrial Commission Wage Orders, with regard to all pay periods during which
27 the Settlement Class Member worked one or more shifts in California during the PAGA Period.

26. Effective upon the date of final approval by the Court of this Stipulation of Settlement, Plaintiffs fully release and discharge the Released Parties from any and all past, present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation), and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or disbursements, against the Released Parties, including unknown claims covered by California Civil Code section 1542, as quoted below, by Plaintiffs, arising during the period from the beginning of the Plaintiff's first interaction with any Defendant to the date on which the Court enters the order of Final Approval of this Settlement, for any type of relief that can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any claims which cannot be released as a matter of law. Plaintiffs generally releases all known and unknown claims against the Released Parties, and waives the application of section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party." The claims released pursuant to this paragraph include but are not limited to the Participating Class Members' Released Claims, as well as any other claims under any provision of the federal Fair Labor Standards Act, the California Labor Code, the California Code of Regulations, or any applicable California Industrial Welfare Commission Wage Order(s), and claims under state or federal discrimination statutes, including, without limitation the California Fair Employment and Housing Act, California Government Code section 12940 et seq.; the

1 California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the
2 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their
3 implementing regulations and interpretive guidelines.

4 27. In addition, the Class Representatives and each Settlement Class Member is
5 forever barred and enjoined from instituting or accepting damages or obtaining relief against the
6 Released Parties for any period from June 12, 2016, to and including the date of preliminary
7 approval of the Settlement, relating to claims that individual has released pursuant to Paragraphs
8 22-24.

9 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

10 28. Plaintiffs shall promptly submit this Stipulation of Settlement to the Placer
11 County Superior Court in support of Plaintiffs' Motion for Preliminary Approval and
12 determination by the Court as to its fairness, adequacy and reasonableness; Plaintiffs agree to
13 provide Defendants the opportunity to review, and to seriously consider Defendants' comments
14 before filing, Plaintiffs' Motion for Preliminary Approval. Promptly upon execution of this
15 Stipulation of Settlement, Plaintiffs shall apply to the Court for the entry of an order
16 preliminarily approving the Settlement.

17 a. Scheduling a fairness hearing on the question of whether the proposed
18 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
19 the Class Representative's Enhancement Award should be finally approved as fair, reasonable
20 and adequate as to the members of the Settlement Class;

21 b. Certifying a Settlement Class, Plaintiffs Christina Hall, Vinita Crenshaw,
22 and Samuel McCurin as the Class Representatives, and Timothy B. Del Castillo and Kent L.
23 Bradbury of Castle Law: California Employment Counsel, PC, Edwin Aiwazian of Lawyers for
24 Justice, PC, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas
25 J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel;

26 c. Approving as to form and content the proposed Class Notice;
27

- 1 d. Approving the manner and method for Class Members to request
2 exclusion from the Settlement as contained herein and within the Class Notice;
- 3 e. Directing the mailing of the Class Notice by first class mail to the Class
4 Members; and
- 5 f. Preliminarily approving the Settlement subject only to the objections of
6 Class Members and final review by the Court; and
- 7 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
8 other cases, claims, suits or administrative proceedings (including filing claims with the Division
9 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
10 the Released Claims unless and until such Class Members have filed valid Requests for
11 Exclusion with the Settlement Administrator.

12 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

13 29. Upon the Effective Date of the Settlement provided for in this Stipulation of
14 Settlement, Class Counsel will return to Defendants or delete all company and employee
15 documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiffs
16 agree to provide Defendants the opportunity to review, and to seriously consider Defendants'
17 comments before filing, Plaintiffs' Motion for Final Approval of Class Action Settlement.

- 18 a. Approving the Settlement, adjudging the terms thereof to be fair,
19 reasonable and adequate, and directing consummation of its terms and provisions;
- 20 b. Approving Class Counsel's application for an award of attorneys' fees and
21 litigation costs;
- 22 c. Approving the Enhancement Award to the Class Representative; and
- 23 d. Entering judgment in accordance with California Rules of Court, Rule
24 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement
25 Class from prosecuting against any Released Parties any individual or class or collective claims
26 released herein, upon satisfaction of all payments and obligations hereunder.

27 PARTIES' AUTHORITY

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

3 MUTUAL FULL COOPERATION

4 31. To effectuate the terms of the Settlement, the Parties agree all formal and informal
5 discovery shall be stayed pending Court approval of the Settlement.

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

15 33. The Parties and their respective counsel agree that they will not attempt to
16 encourage Class Members to file Requests for Exclusion.

17 NO PRIOR ASSIGNMENTS

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

22 NO ADMISSION

23 35. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
24 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on
25 the part of Defendants. Moreover, the Parties agree that certification of the Class for purposes of
26 the Settlement is in no way an admission that class certification is proper under the standard
27 applied to contested certification motions and that this Settlement will not be admissible in this

1 or any other proceeding as evidence that (i) a class should be certified as Plaintiff proposed or
2 (ii) Defendants are liable to Plaintiffs or the Class Members as Plaintiffs allege. Each of the
3 Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid
4 further disputes and litigation with the attendant inconvenience and expenses.

5 ENFORCEMENT ACTIONS

6 36. The Parties agree that the Placer County Superior Court shall retain jurisdiction to
7 enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section
8 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of
10 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
11 Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party
12 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred
13 in connection with any enforcement actions.

14 NOTICES

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

19 **To Plaintiffs and the Settlement Class:**

20 Timothy B. Del Castillo, Esq.
21 Kent L. Bradbury, Esq.
22 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
23 2999 Douglas Blvd., Suite 180
24 Roseville, CA 95661

25 **To Defendants:**

26 David W. Tyra
27 Terilynn Diepenbrock
28 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
1331 Garden Highway, 2nd Floor.
Sacramento, CA 95833

1 NO PUBLIC COMMENT

2 38. The Class Representatives and Class Counsel will not make any public disclosure
3 of the Settlement, except through the public filings to preliminarily and finally approve the
4 Settlement; the Parties will use their best efforts to reach agreement on all Court filings.
5 Notwithstanding the foregoing, the Class Representatives and Class Counsel may, in response to
6 a communication initiated by the media, direct the inquiring media member to the public records
7 of the Action on file with the Court. Class Counsel will take all steps necessary to ensure that
8 the Class Representative is aware of the restriction against any public disclosure of the
9 Settlement. This provision does not prevent Class Counsel from communicating with any Class
10 Members who may contact Class Counsel, or their own attorneys or tax advisors.

11 CONSTRUCTION

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

17 CAPTIONS AND INTERPRETATIONS

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

22 MODIFICATION

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

27 INTEGRATION CLAUSE

1 42. This Stipulation of Settlement contains the entire agreement between the Parties
2 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
3 agreements, understandings, representations and statements, whether oral or written and whether
4 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
5 except in writing.

6 BINDING ON ASSIGNS

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

10 CLASS MEMBER SIGNATORIES

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

16 COUNTERPARTS

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

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23 REMAINDER OF THIS PAGE LEFT BLANK
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25
26
27

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
2 Stipulation of Settlement as of the date(s) set forth below:

3 **Plaintiffs and Class Representatives**

4
5 Dated: Sep 19, 2023


Christina Hall (Sep 19, 2023 17:03 CDT)
CHRISTINA HALL

6
7 Dated: _____

VINITA CRENSHAW

8
9 Dated: _____

SAMUEL MCCURIN

10
11
12 **Defendants**

13 USA MULTIFAMILY MANAGEMENT, INC.

14 Dated: September 14, 2023

DocuSigned by:

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15
16
17 USA PROPERTIES FUNDS, INC.

18 Dated: September 14, 2023

DocuSigned by:

7A458B6FE22C429...

19
20 USA MULTIFAMILY HOUSING, INC.,

21 Dated: September 14, 2023

DocuSigned by:

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22
23 USA CONSTRUCTION MANAGEMENT, INC.

24 Dated: September 14, 2023

DocuSigned by:

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1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
2 Stipulation of Settlement as of the date(s) set forth below:

3 **Plaintiffs and Class Representatives**

4
5 Dated: _____

CHRISTINA HALL

6
7 Dated: 10/05/2023

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VeriSign AssuredSign®

VINITA CRENSHAW

8
9 Dated: _____

SAMUEL MCCURIN

10
11
12 **Defendants**

13 USA MULTIFAMILY MANAGEMENT, INC.

14
15 Dated: _____

16
17 USA PROPERTIES FUNDS, INC.

18 Dated: _____

19
20 USA MULTIFAMILY HOUSING, INC.,

21 Dated: _____

22
23 USA CONSTRUCTION MANAGEMENT, INC.

24 Dated: _____

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
2 Stipulation of Settlement as of the date(s) set forth below:

3 **Plaintiffs and Class Representatives**

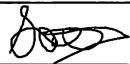
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5 Dated: _____

CHRISTINA HALL

6
7 Dated: _____

VINITA CRENSHAW

8
9 Dated: 10/05/2023

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SAMUEL MCCURIN

12 **Defendants**

13 USA MULTIFAMILY MANAGEMENT, INC.

14
15 Dated: _____

16
17 USA PROPERTIES FUNDS, INC.

18 Dated: _____

19
20 USA MULTIFAMILY HOUSING, INC.,

21 Dated: _____

22
23 USA CONSTRUCTION MANAGEMENT, INC.

24 Dated: _____

1 **APPROVED AS TO FORM:**

2 Dated: September 15, 2023

Castle Law: California Employment Counsel, PC

3 By: 
4 TIMOTHY B. DEL CASTILLO
5 KENT L. BRADBURY
6 Attorneys for Plaintiff

7 Dated: _____

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8
9 By: _____
10 KYLE NORDREHAUG
11 Attorneys for Plaintiff

12 Dated: _____

LAWYERS FOR JUSTICE, PC

13 By: _____
14 EDWIN AIWAZIAN

15
16 Dated: September 15, 2023

Kronick, Moscovitz, Tiedemann & Girard

17 By: 
18 DAVID TYRA
19 Attorneys for Defendant

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APPROVED AS TO FORM:

Dated: _____

Castle Law: California Employment Counsel, PC

By: _____
TIMOTHY B. DEL CASTILLO
KENT L. BRADBURY
Attorneys for Plaintiff

Dated: 9/19/23

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

By: 
Kyle Nordrehaug
Attorneys for Plaintiff

Dated: _____

LAWYERS FOR JUSTICE, PC

By: _____
EDWIN AIWAZIAN

Dated: _____

Kronick, Moscovitz, Tiedemann & Girard

By: _____
DAVID TYRA
Attorneys for Defendant

1 **APPROVED AS TO FORM:**

2 Dated: _____

Castle Law: California Employment Counsel, PC

3 By: _____

4 TIMOTHY B. DEL CASTILLO

5 KENT L. BRADBURY

Attorneys for Plaintiff

6 Dated: _____

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

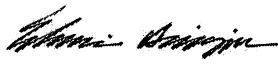
8 By: _____

9 KYLE NORDREHAUG

Attorneys for Plaintiff

10 Dated: October 5, 2023

LAWYERS FOR JUSTICE, PC

11 By:  _____

12 EDWIN AIWAZIAN

13 Dated: _____

Kronick, Moscovitz, Tiedemann & Girard

14 By: _____

15 DAVID TYRA

Attorneys for Defendant