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VILLAGE OF THE LOS ANGELES JEWISH
HOME FOR THE AGING, LOS ANGELES
JEWISH HOME FOR THE AGING, ANNENBERG
SCHOOL OF NURSING, and JHA WEST 16 LLC

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUAN GONZALEZ, individually and on
behalf of other individuals similarly
situated,

Plaintiff,

v.

LOS ANGELES JEWISH HOME FOR
THE AGING, a California corporation;
EISENBERG VILLAGE OF THE LOS
ANGELES JEWISH HOME FOR THE
AGING; a California corporation; and
DOES 1-100 inclusive,

Defendants.

Case No. 20STCV35976

ASSIGNED FOR ALL PURPOSES TO JUDGE
ELIHU M. BERLE

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

Trial Date: None Set
Complaint Filed: September 18, 2020

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14 and on behalf of other individuals similarly situated
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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Plaintiff Juan Gonzalez (“Plaintiff”) and Defendants Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for the Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the Aging, Annenberg School of Nursing, and JHA West 16 LLC (“Defendants”) (together referred to collectively as the “Parties”) hereby submit, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions.

A. DEFINITIONS

As used in this Joint Stipulation of Class Action and PAGA Settlement (“Joint Stipulation”), the following terms shall have the meanings specified below. To the extent terms or phrases used in this Joint Stipulation are not specifically defined below, but are defined elsewhere in the Joint Stipulation, they are incorporated by reference into this definition section.

1. “Action” shall mean the case entitled *Juan Gonzalez v. Los Angeles Jewish Home for the Aging, et al.*, that was filed in the Superior Court of the State of California on or about September 18, 2020, and any amendments thereto, LASC Case No. 20STCV35976.

2. “Class” shall mean all current and former hourly non-exempt employees who were employed by and performed work for Defendants within the State of California at any time during the Class Period. This necessarily includes, but is not limited to, all individuals who may be encompassed by Plaintiff’s Private Attorneys General Act (PAGA) claim.

3. “Class Participant(s)” or “Class Member(s)” shall mean any and all members of the Class, except those who timely request exclusion (*i.e.*, who elect to “opt out”) as provided herein, that have not already released their individual wage and hour claims against Defendants in this Action via an individual settlement agreement.

4. “Class Period” is the time period from April 5, 2017 to November 19, 2021.

5. “Class Representative” or “Named Plaintiff” or “Plaintiff” shall mean Plaintiff Juan Gonzalez.

6. “Class and PAGA Settlement” or “Settlement” shall mean the settlement embodied in this Joint Stipulation, which is subject to Court approval.

1 **7.** “Complaints” shall mean the original Complaint filed against Defendants Los Angeles
2 Jewish Home for the Aging and Eisenberg Village of the Los Angeles Jewish Home for the Aging by
3 Juan Gonzalez on or about September 18, 2020, the First Amended Class Action Complaint filed by
4 Juan Gonzalez on or about December 3, 2021, and any and all amendments thereto, including to add
5 all Defendants and additional claims as detailed herein, filed in LASC Case No. 20STCV35976.

6 **8.** “Court” shall mean the Superior Court of California, County of Los Angeles.

7 **9.** “Defendants” shall mean Brandman Centers for Senior Care, Inc., JHA Geriatric
8 Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for the Aging, Grancell Village of
9 the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the Aging, Annenberg
10 School of Nursing, and JHA West 16 LLC.

11 **10.** “Defense Counsel” or “Counsel for Defendants” shall mean the law firm of Littler
12 Mendelson, P.C. located at 2049 Century Park East, 5th Floor, Los Angeles, CA 90067.

13 **11.** “Class Counsel” or “Plaintiff’s Counsel” shall mean the law firm of Bradley
14 Grombacher, LLP, and Law Offices of Sahag Majarian II.

15 **12.** “Effective Date” shall mean the date this Joint Stipulation is approved as provided
16 herein and the Court’s order granting Final Approval and entry of Judgment becomes final and is no
17 longer appealable. For purposes of this Joint Stipulation, “becomes final and is no longer appealable”
18 shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable
19 Court of Appeal of the order and judgment approving this Joint Stipulation may be timely filed and
20 none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal
21 is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity
22 of the order and judgment, the day after the last date for filing a request for further review of the order
23 and judgment approving this Joint Stipulation passes, and no further review is requested; or (c) if an
24 appeal is filed and the order approving this Joint Stipulation is affirmed and further review of the order
25 is requested, the day after the review is finally resolved and the order and judgment approving this
26 Joint Stipulation is affirmed.

27 **13.** “Final Approval Date” shall mean the date upon which the Court enters an Order
28 approving the Class and PAGA Settlement, after having determined that the Class and PAGA

Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) notice to the Class; (ii) an opportunity to submit timely exclusion or objections to the non-PAGA portion of the Settlement; and (iii) a hearing on the fairness of the terms of the Settlement.

14. “Final Approval Hearing” shall mean the final hearing held by the Court to ascertain the fairness, reasonableness, and adequacy of the Class and PAGA Settlement.

15. “Individual PAGA Payment” shall mean the *pro rata* share of the PAGA penalties allocated to the settlement of the PAGA Claims to which each PAGA Employee is entitled from the PAGA Fund based on the number of Pay Periods (as defined below) they worked during the PAGA Period, as described below.

16. “LWDA” means the California Labor and Workforce Development Agency.

17. “Net Class Action Settlement Fund” means the Total Settlement Amount less the Settlement Administrator’s Expenses, the Service Payment to the Class Representative, the PAGA Fund, and Class Counsel’s attorneys’ fees (not to exceed one-third of the Total Settlement Amount) and costs, subject to approval by the Court.

18. “Notice Packet” shall mean the Notice of Class Action and PAGA Settlement and Opt-Out Form, collectively.

19. “Opt-Out(s)” shall mean any and all eligible Class Members who timely and validly request exclusion from the Settlement of the Released Class Claims in accordance with the terms of the Notice Packet. PAGA Employees will still be bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to the Released PAGA Claims and will not be effective to preclude the release of the Released PAGA Claims.

20. “Opt-Out Form” or “Exclusion Form” shall mean a document that the Class Member is required to mail to the Settlement Administrator, as set forth in the form of **Exhibit 1** (final page of Exhibit 1) attached hereto, postmarked no later than the date indicated on the Class Notice, to exclude himself or herself from the non-PAGA portion of the Class and PAGA Settlement.

21. “Parties” shall mean Plaintiff Juan Gonzalez and Defendants.

22. “PAGA” means the California Labor Code Private Attorneys General Act, California

1 Labor Code §§ 2698 *et seq.*

2 **23.** “PAGA Employee(s)” shall mean all non-exempt employees who were employed by
3 and performed work for Defendants in California during the PAGA Period.

4 **24.** “PAGA Claims” shall mean all claims for PAGA penalties on behalf of Plaintiff,
5 similarly aggrieved employees and the State of California, during the PAGA Period defined below.

6 **25.** “PAGA Fund” means the gross amount of Twenty-Five Thousand Dollars and Zero
7 Cents (\$25,000) which the Parties have allocated for PAGA penalties for alleged Labor Code
8 violations. Seventy-five percent of the PAGA Fund shall be paid to the LWDA, and the remaining
9 twenty-five percent shall be paid *pro rata* based on Pay Periods (as defined below) worked by PAGA
10 Employees during the PAGA Period.

11 **26.** “PAGA Period” means from September 18, 2019 to November 19, 2021.

12 **27.** “Participating Settlement Employees” means all Class Participants and PAGA
13 Employees.

14 **28.** “Pay Periods” shall mean any pay period where the employee worked at least one day
15 of the pay period as a non-exempt employee. Any pay period where the employee did not perform any
16 work as a non-exempt employee for Defendants during the Class Period and/or the PAGA Period will
17 be excluded. Pay Periods for Class Participants who exclude themselves from the Settlement will not
18 be included in the total number of Pay Periods for purposes of calculating distribution of Individual
19 Class Settlement Payments.

20 **29.** “Preliminary Approval” means the Court Order preliminarily approving this Joint
21 Stipulation, authorizing the mailing of the Notice Packet by the Settlement Administrator, and setting
22 the date of the Final Approval Hearing.

23 **30.** “Preliminary Approval Date” means the date upon which the Court enters an order
24 preliminarily approving this Joint Stipulation, pending notice, an opportunity to submit objections,
25 and a fairness hearing thereon.

26 **31.** “Preliminary Approval Hearing” shall mean the hearing held on the motion for
27 preliminary approval of the Class and PAGA Settlement.

28 **32.** “Released Class Claims” means all claims alleged or that could have been alleged based

on the operative facts pled in the original Complaint or in any amendment thereto, specifically including claims for (1) Failure to Pay All Wages (California Labor Code §§ 1194, 1194.2, 1197, 1197.1 and 204); (2) Failure to Pay All Overtime Pay (California Labor Code §§ 510, 1194); (3) Failure to Provide Required Meal Periods, including under *Ferra v. Loews Hollywood Hotel, LLC*; (4) Failure to Provide Required Rest Periods; (5) Failure to Pay All Wages at Termination (California Labor Code §§ 201-203); (6) Failure to Furnish Accurate Itemized Wage Statements (California Labor Code § 226); (7) Violations of California Business & Professions Code §§ 17200, *et seq.*; (8) Failure to Reimburse Business Expenses (California Labor Code § 2802); and (9) Violations of the Private Attorneys General Act, Labor Code §§ 2689, *et seq.*; as well as any federal, state or local provisions. The release of the Released Class Claims shall be effective at all times during the entirety of the Class Period.

33. “Released PAGA Claims” means all PAGA Claims that were actually alleged in the original Complaint or any amendment thereto by the Named Plaintiff during the PAGA Period, on behalf of the State of California, himself, and PAGA Employees based on the facts and theories described in the September 18, 2020 letter to the LWDA by Plaintiff and Plaintiff’s subsequent letter to the LWDA, dated August 11, 2021. Released PAGA Claims are as follows: (1) Failure to pay Plaintiff and other aggrieved employees’ wages for all hours worked (California Labor Code §§ 1194 and 204); (2) Failure to correctly calculate Plaintiff and other aggrieved employees’ overtime pay (California Labor Code §§ 510, 1194); (3) Failure to pay Plaintiff and other aggrieved employees all final wages in a timely fashion (California Labor Code §§ 201-203); (4) Failure to reimburse Plaintiff and other aggrieved employee for expenses incurred in connection with their employment (California Labor Code § 2802); (5) Failure to provide Plaintiff and other aggrieved employees with compliant rest breaks (California Labor Code §§ 200, 226.7, 512); (6) Failure to provide Plaintiff and other aggrieved employees with compliant meal breaks (California Labor Code §§ 200, 226.7, 512); and (7) Failure to furnish an accurate itemized wage statement upon payment of wages (California Labor Code § 226). The release of the Released PAGA Claims shall be effective during the entirety of the PAGA Period.

34. “Released Parties” shall mean Defendants Brandman Centers for Senior Care, Inc.,

1 JHA Geriatric Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for the Aging,
2 Grancell Village of the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the
3 Aging, Annenberg School of Nursing, and JHA West 16 LLC, each of their respective parents,
4 subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment
5 bankers, accountants, insurers, attorneys and any past, present or future officers, directors and
6 employees), predecessors, successors, and assigns.

7 **35.** “Service Payment” shall mean any additional monetary payment provided to the Class
8 Representative Juan Gonzalez for his efforts on behalf of the Class in this Action.

9 **36.** “Settlement Administrator” shall mean the company known as ILYM Group, a
10 qualified, third-party settlement administrator which the Parties have agreed will be responsible for
11 administration of the Settlement and related matters.

12 **37.** “Settlement Administrator’s Expenses” means all costs and expenses relating to the
13 administration of the Settlement, including without limitation, address verification measures,
14 formatting, preparing, and mailing of Notice Packets, accounting for opt-outs and objections,
15 calculation and determination of payments to Participating Settlement Employees, accounting and
16 maintenance of Settlement Fund Account (defined below), posting the necessary information (i.e.,
17 regarding the judgment) on the administrators’ website, preparation of a report to the Court indicating
18 the total amount that was actually paid to Participating Settlement Employees, administration and
19 payment of unclaimed and/or uncashed checks pursuant to Code of Civil Procedure § 384, preparation
20 and issuance of checks to Class Counsel for attorneys’ fees and costs, preparation and issuance of the
21 Service Payment check to the Class Representative, and submission of all tax-related documents and
22 any other costs incidental to or associated with the claims administration of this settlement, all pursuant
23 to the terms of this Joint Stipulation.

24 **38.** “Settlement Class Notice” shall mean the Notice of Class and PAGA Action
25 Settlement, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court,
26 which is to be mailed to Class Members and PAGA Employees as part of the Notice Packet (defined
27 herein).

28 **39.** “Settlement Fund Account” shall mean the Qualified Settlement Fund, as defined by

the Internal Revenue Code, established pursuant to the terms of this Joint Stipulation from which all monies payable under the terms of this Stipulation shall be paid, as set forth herein.

40. “Settling Parties” shall mean the Class Representative, Participating Settlement Employees and Defendants.

41. “Total Individual Class Settlement Payment” or “Individual Class Settlement Payment” shall mean the amount to be distributed to any and each Class Participant as described herein.

42. “Total Settlement Amount” or “Total Settlement Payment” shall mean the total amount that Defendants will pay to resolve the Action, based on the aggregation of the agreed-upon settlement value of individual claims, which is Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000), which includes the payment to the Class, the PAGA Employees, the Settlement Administrator’s Expenses, the Service Payment to the Class Representative, payment to Labor and Workforce Development Agency for PAGA penalties, and Class Counsel’s attorneys’ fees and costs. Defendants will pay their share of applicable employer-side payroll taxes on the wage portion of the Settlement payments separately and in addition to the Total Settlement Amount. Other than these employer-side payroll taxes, in no event will Defendants be required to pay more than the Total Settlement Amount as part of this Joint Stipulation. As described further below, the Total Settlement Amount may be paid by Defendants in two installments.

B. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS

1. Original Complaint and Notice to the LWDA

Plaintiff Juan Gonzalez filed a putative class action lawsuit against Los Angeles Jewish Home for the Aging and Eisenberg Village of the Los Angeles Jewish Home for the Aging, in the Superior Court of California, County of Los Angeles, on September 18, 2020. The Complaint alleged causes of action for: (1) Failure to pay all wages in violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1; (2) Failure to Pay All Overtime in Violation of Labor Code §§ 510, 1194; (3) Failure to Pay all Wages at Termination in Violation of Labor Code §§ 201-203; (4) Failure to Furnish an Accurate Itemized Wage Statement upon Payment of Wages in violation of Labor Code § 226; and (5) Violation of California Business & Professions Code §§ 17200, *et seq.*

1 On September 18, 2020, Plaintiff filed a Notice of Violations with LWDA describing alleged
2 violations of the California Labor Code Private Attorneys General Act of 2004.

3 **2. Investigation, Discovery, and Research**

4 Class Counsel have conducted investigation, discovery, and research during the prosecution of
5 the Action. Such efforts included, among other things: (a) conducting a thorough pre-filing
6 investigation; (b) analyzing a sampling of time records and payroll data informally produced by
7 Defendants prior to mediation pertaining to Plaintiff and the putative class members during the Class
8 Period; (c) inspecting and analyzing documents, including but not limited to Defendants' policies,
9 Handbooks, and procedures, produced by Defendants prior to mediation pertaining to Plaintiff and the
10 putative class members; (d) interviewing putative class members; (e) analyzing the legal arguments
11 made by Defendants; (f) preparing an analysis of potential class-wide damages and constructing a
12 damages model; (g) researching the applicable law with respect to the claims asserted in this Action
13 and the potential defenses thereto; and (h) participating in a full day mediation with mediator Jeff Ross
14 on July 22, 2021.

15 Following mediation, the Parties engaged in post-mediation confirmatory discovery. To that
16 end, Defendants provided Plaintiff with an additional sampling of payroll and time data for current
17 and former employees who worked for newly added Defendants during the class period. Defendants
18 also provided financial documents to Plaintiff, which confirmed Defendants' current financial
19 condition and limited financial resources, which was discussed at mediation.

20 Thus, the Parties have engaged in sufficient investigation, discovery, and research to assess the
21 relative merits of the claims of the Class Representative and of Defendants' defenses to them.

22 **3. Allegations of the Class Representative and Benefits of Settlement**

23 The investigation and discovery conducted in this matter were adequate to give the Class
24 Representative and Class Counsel a sound understanding of the merits of their position and to evaluate
25 the worth of the claims of the Class. This Settlement was reached after arm's-length bargaining by
26 the Parties that included a full-day mediation with Jeff Ross, Esq. The information obtained from
27 investigation and discovery as well as information exchanged for mediation was sufficient to assess
28

1 reliably the merits of the respective Parties' positions and to compromise the issues on a fair and
2 equitable basis.

3 The Class Representative and Class Counsel believe that the causes, allegations, and
4 contentions asserted in the Action have merit. However, they recognize and acknowledge the expense
5 and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants
6 through trial and through appeals. Class Counsel have taken into account the uncertain outcome and
7 the risk of any litigation, the risk of continued litigation in complex actions such as this, as well as the
8 difficulties and delays inherent in such litigation, and the potential difficulty certifying and
9 maintaining the Action as a class action. Class Counsel are also mindful of the inherent problems of
10 proof under, and possible defenses to, the claims alleged in the Action. Class Counsel believe that the
11 Settlement set forth in this Joint Stipulation confers substantial benefits upon the Class Participants
12 and each of the members of the Class, and that an independent review of this Joint Stipulation of
13 Settlement by the Court in the approval process will confirm this conclusion. Based on their own
14 independent investigation and evaluation, Class Counsel have determined that the Settlement set forth
15 in the Stipulation is in the best interest of the Class Representative and the members of the Settlement
16 Class.

17 **4. Defendants' Denial of Wrongdoing and Benefits of Settlement**

18 Defendants have denied and continue to deny, generally, each and all of the claims and
19 contentions alleged by the Class Representative in the Action. Defendants have expressly denied and
20 continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct,
21 statements, acts, or omissions alleged in the Action. Nonetheless, Defendants have concluded that
22 further litigation of the Action would be protracted and expensive and determined that it is desirable
23 that the Action be fully and finally settled in the manner and upon the terms and conditions set forth
24 in this Joint Stipulation in order to limit further expense, inconvenience, and distraction, to dispose of
25 burdensome and protracted litigation, and to permit the operation of Defendants' business without
26 further expensive litigation and the distraction and diversion of their personnel with respect to matters
27 at issue in the Action. Defendants have also taken into account the uncertainty and risks inherent in
28 any litigation, especially in a complex case such as the Action. Defendants have, therefore, determined

1 that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms
2 and conditions set forth in this Joint Stipulation.

3 **5. Memorandum of Understanding**

4 At the conclusion of the July 22, 2021 mediation, the Parties were able to reach an agreement
5 to settle the Action and executed a binding and enforceable Memorandum of Agreement ("MOU"),
6 and agreed that a detailed, long-form Joint Stipulation of Class Action and PAGA Settlement would
7 be completed shortly thereafter. This Joint Stipulation replaces and supersedes the MOU and any other
8 agreements, understandings, or representations between the Parties.

9 **6. Intent of the Settlement**

10 The Joint Stipulation of Class Action and PAGA Settlement set forth herein intends to achieve
11 the following: (1) entry of an Order approving the terms of this Joint Stipulation and granting the
12 monetary relief set forth herein to the Participating Settlement Employees; (2) entry of judgment; and
13 (3) discharge of Released Parties from liability for any and all of the Released Claims.

14 **C. PROCEDURAL ISSUES**

15 **1. Amending Plaintiff's LWDA Letter and Filing a First Amended Complaint**

16 As part of the Settlement, Plaintiff agreed that he will send an amended letter to the California
17 Labor Workforce Development Agency adding (1) Defendants Brandman Centers for Senior Care,
18 Inc., JHA Geriatric Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for the Aging,
19 Grancell Village of the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the
20 Aging, Annenberg School of Nursing, and JHA West 16 LLC and adding claims for violations of the
21 PAGA for Failure to Pay Meal Periods, including under *Ferra v. Loews Hollywood Hotel, LLC*, Failure
22 to Pay Rest Periods, and Failure to Reimburse Business Expenses pursuant to Labor Code § 2802.
23 Plaintiff sent an amended letter to the LWDA on or about August 11, 2021.

24 As part of the Settlement, the Parties stipulated to Plaintiff's filing of a First Amended
25 Complaint following Plaintiff's amended letter to the LWDA. The First Amended Class Action
26 Complaint filed by Juan Gonzalez on or about December 3, 2021 added (1) Defendants Brandman
27 Centers for Senior Care, Inc., JHA Geriatric Services, Inc., Eisenberg Village of the Los Angeles
28 Jewish Home for the Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Los

1 Angeles Jewish Home for the Aging, Annenberg School of Nursing, and JHA West 16 LLC and added
2 class claims for Failure to Pay Meal Periods, including under *Ferra v. Loews Hollywood Hotel, LLC*,
3 Failure to Pay Rest Periods, Failure to Reimburse Business Expenses pursuant to Labor Code § 2802,
4 and a claim for Violation of the Private Attorneys General Act, Labor Code §§ 2689, *et seq.* The
5 Parties agree that Defendants shall not be required to file a responsive pleading to the First Amended
6 Complaint.

7 **2. Binding Settlement**

8 This Settlement shall bind the Parties, all PAGA Employees as to the release of Released
9 PAGA Claims, and all Class Participants as to Released Class Claims, subject to the terms and
10 conditions herein and the Court's approval. Court approval of both the PAGA settlement and the Class
11 claims settlement is required for this Joint Stipulation to be valid. **If the Court declines to approve**
12 **either the settlement of the PAGA or the Class Claims, this Joint Stipulation is void.**

13 **3. Preliminary Approval**

14 Class Counsel will submit this Joint Stipulation and Exhibit 1 hereto (Notice Packet and Opt-
15 Out Form) to the Court along with the Motion for Preliminary Approval of Class Action Settlement.
16 In connection with their filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel
17 shall notify the LWDA of the existence of the Settlement in accordance with California law.

18 Class Counsel will provide a reasonable opportunity (no less than 5 business days) for Counsel
19 for Defendants to review Motions for Preliminary Approval before filing with the Court.

20 **4. Settlement Administrator**

21 The third-party company known as ILYM will act as the Settlement Administrator. The
22 Settlement Administrator will perform address verification measures, formatting, preparing,
23 translating and mailing of the Notice Packets; accounting for Opt-Outs and objections; calculation and
24 determination of payments to Participating Settlement Employees; accounting and maintenance of
25 Settlement Fund Account; posting of the necessary information (*e.g.*, regarding the judgment) on the
26 administrators' website; resolution of any differences between Defendants' payroll records and
27 information provided by Participating Settlement Employees; distribution of payments to Participating
28 Settlement Employees; preparation of a report for the Court indicating the total amount that was

1 actually paid to Participating Settlement Employees; administration and payment of unclaimed and/or
2 uncashed checks pursuant to Code of Civil Procedure § 384; preparation and issuance of checks to
3 Class Counsel for attorneys' fees and costs; preparation and issuance of the Service Payment checks
4 to each Class Representative; calculation, administration, and submission of all tax-related documents
5 concerning the Settlement; and any other issues related to the Settlement administration.

6 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
7 Defendants' Counsel updating them as to the number of Opt-Out Forms as well as any disputes or
8 objections submitted by Class Members or PAGA Employees. The Settlement Administrator will
9 serve on Class Counsel and Defendants' Counsel via e-mail date-stamped copies of the original Opt-
10 Out Forms, challenges, and objections no later than five (5) court days after their receipt. The
11 Settlement Administrator will provide Class Counsel with a declaration setting forth the results of the
12 settlement administration no later than five (5) court days after the end of the Opt-Out period.

13 All fees and costs of the Settlement Administrator for administration of the Settlement shall be
14 paid from the Total Settlement Amount. The estimated Settlement Administrator's Expenses are
15 estimated to be \$14,000.00.

16 **5. Notice to Class Members and PAGA Employees**

17 Notice shall be provided to Class Members and PAGA Employees in the following manner:
18 Within thirty (30) calendar days of the Preliminary Approval Date of the Settlement, Defendants shall
19 provide the Settlement Administrator with the names, most current mailing address and telephone
20 number, social security number, positions held, and the number of active Pay Periods at issue with
21 respect to the Class Claims and the number of active Pay Periods worked by each PAGA Employee
22 in the PAGA Period (collectively "Class List and Data").

23 Within fourteen (14) calendar days after receipt of the Class List and Data, the Settlement
24 Administrator shall mail the Notice Packet to the Class Members and PAGA Employees via first-class
25 regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the
26 National Change of Address Database information to update and correct for any known or identifiable
27 address changes. It will be conclusively presumed that, if an envelope containing the Class Notice has
28 not been returned before the end of the 45-day opt-out period, the Class Member and/or PAGA

1 Employee received the Notice. If a new address is obtained by a way of a returned Notice Packet,
2 then the Settlement Administrator shall promptly forward the original Notice Packet to the updated
3 address via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-
4 mailing. Where a Notice Packet is returned as undeliverable, without a forwarding address, the
5 Settlement Administrator will perform a computer/SSN and “skip trace” search to obtain an updated
6 address within three (3) court days of receiving the notice from the U.S. Post Office. If a new address
7 is obtained by a way of a returned Notice Packet or skip trace, then the Settlement Administrator shall
8 promptly forward the original Notice Packet (no later than 3 court days of receiving the undeliverable
9 notice or obtaining the skip trace results) to the new address via first-class regular U.S. mail. Those
10 Class Members and/or PAGA Employees who were re-mailed the Notice Packet will be given an
11 additional fourteen (14) calendar days after the 45-day deadline to respond to the Settlement
12 Administrator. The Parties agree to cooperate with the Settlement Administrator to locate a more
13 recent address for Class Members and/or PAGA Employees, where necessary.

14 The Notice Packet will include, but shall not be limited to: information regarding the nature of
15 the Lawsuit; a summary of the substance of the Settlement; the Class definition; a description of the
16 Settlement administration, procedure, and the deadline for eligible Class Members to submit Opt-Out
17 Forms and to submit objections; the date for the Final Approval Hearing; and the formula used to
18 calculate Total Individual Class Settlement Payments and Individual PAGA Payment. The Notice
19 shall also include the number of Pay Periods for which the Class Member and/or PAGA Employee
20 worked as a non-exempt employee for Defendants during the Class Period and/or PAGA Period
21 (according to Defendants’ payroll records) and the Class Member’s and/or PAGA Employee’s
22 estimated Total Individual Class Settlement Payment and/or Individual PAGA Payment, and shall
23 afford the Class Member and/or PAGA Employee the opportunity to challenge the number of Pay
24 Periods reflected in Defendants’ payroll records, and to provide evidence supporting any such
25 challenge. If a Class Member is not also a PAGA Employee, the Notice will inform the Class Member
26 of that fact and explain that, based on the dates of employment (or time in the requisite position), the
27 employees is not eligible for a PAGA Payment. An Opt-Out Form shall allow the Class Members to
28 elect exclusion from the settlement of the Released Class Claims but does not exclude a PAGA

1 Employee from the settlement of the Released PAGA Claims. If a PAGA Employee is not also a
2 Class Member because the PAGA Employee has already released Defendants from the Class Claims,
3 the Notice will state that the PAGA Employee is only eligible for a PAGA Payment.

4 Compliance with the notice procedures specified in this Settlement shall constitute due and
5 sufficient notice to Class Members and PAGA Employees of this Settlement and shall satisfy the
6 requirements of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel,
7 or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures in this
8 Settlement are followed and the intended recipient of a Notice of Settlement still does not receive the
9 Notice of Settlement, the intended recipient shall remain a Participating Class Member and/or PAGA
10 Employee and will be bound by all terms of the Settlement and any Final Approval Order entered by
11 the Court upon the Effective Date.

12 **6. Submission of Claim Form Unnecessary to Participate in Settlement**

13 Unless the Class Member submits a valid and timely Opt-Out Form to the Settlement
14 Administrator by no later than forty-five (45) calendar days after the Notice Packet was first mailed,
15 the Class Member will automatically be mailed a check for his or her *pro rata* share of the Net Class
16 Action Settlement Fund. If a Class Member does not want to participate in the Class portion of this
17 Settlement and wants to avoid being bound by the non-PAGA Settlement terms, the Class Member
18 must sign his or her Opt-Out Form and submit it to the Settlement Administrator by no later than forty-
19 five (45) calendar days after the Notice Packet was first mailed. In order to object to the Settlement,
20 a Class Member must send his or her written objection to the Settlement Administrator no later than
21 forty-five (45) calendar days after the Notice Packet was first mailed. For those Class Members who
22 were re-mailed the Notice Packet, they will be given an additional fourteen (14) calendar days to
23 respond to the Settlement Administrator after the 45-day deadline.

24 Notwithstanding the submission of a timely request for exclusion, PAGA Employees will still
25 be bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment
26 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to
27 the PAGA Claims and will not be effective to preclude the release of the PAGA Claims.
28

Any Class Member who opts out may not object to the Settlement. Any Class Member who does not opt out will become a Class Participant and will still be bound by the Settlement even if she or he objects to the Settlement and his/her objection is overruled.

7. Disputes Regarding Administration of Settlement

Any dispute regarding eligibility to be a Class Participant or regarding the number of Pay Periods not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court. Defendants' company records shall control the disposition of any dispute.

8. Final Approval Motion

Class Counsel shall use their best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within thirty (30) days after the end of the Opt-Out period, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Settlement Administrator's Expenses, the Class Representative's Service Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and costs.

Class Counsel will provide a reasonable opportunity for Counsel for Defendants to review the Motion for Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Final Approval of the Settlement, and entry of Judgment.

D. SETTLEMENT TERMS

1. Total Settlement Amount

The Total Settlement Amount that Defendants will pay to resolve the Action, based on the aggregation of the agreed-upon settlement value of individual claims, is Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000), which includes the payments to the Class Participants, Settlement Administrator's Expenses, the Service Payment the Class Representative, the PAGA Fund, and Class Counsel's attorneys' fees and costs. Defendants will pay the applicable employer-side payroll taxes on the wage portion of the settlement payments separately and in addition to the Total Settlement Amount.

1 **2. Class Representative Service Payments**

2 Defendants will not oppose the Class Representative's application to the Court for the Class
3 Representative Juan Gonzalez to receive up to Ten Thousand Dollars (\$10,000) to be paid out of the
4 Total Settlement Amount. To the extent the Court approves less than the requested amount of the
5 Service Payment to the Class Representative the difference between the requested and awarded
6 amounts will be added to the amount to be distributed to the Class Participants.

7 In consideration of the mutual covenants and promises set forth herein, as of the Effective
8 Date, Class Representative Juan Gonzalez fully releases and discharges Defendants and the other
9 Released Parties from any and all claims that Class Representative now has or claims to have or which
10 Class Representative at any time heretofore had or claimed to have or which Class Representative at
11 any time hereafter may have or claim to have, known or unknown, arising out of or related to any act,
12 omission, event, fact, or other thing that existed or occurred on or before November 19, 2021. Without
13 limiting the generality of the foregoing, and in addition to the foregoing, Class Representative
14 specifically and expressly releases to the maximum extent permitted by law any claims against
15 Defendants and the Released Parties, occurring on or prior to November 19, 2021, arising out of or
16 related to violations of any federal or state employment discrimination laws, including the California
17 Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the federal Family and
18 Medical Leave Act; the California Family Rights Act; the Americans With Disabilities Act; the
19 National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of
20 1974; as well as claims arising out of or related to violations of the provisions of the California Labor
21 Code; the California Civil Code; the California Government Code; California Wage Orders, the
22 California Business & Professions Code, including California Business & Professions Code Section
23 17200 *et seq.*; PAGA; state and federal wage and hour laws; breach of contract; fraud;
24 misrepresentation; common counts; unfair competition; unfair business practices; negligence;
25 defamation; infliction of emotional distress; and any other state or federal law, rule, or regulation.
26 Class Representative also waives any and all rights conferred upon him under Section 1542 of the
27 California Civil Code, which provides as follows:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
3 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
4 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
5 PARTY.

6 This release does not include any pending claims for workers' compensation benefits that the Class
7 Representative may have against Defendants, or any other claim that cannot be released by law. Any
8 Class Representative's Service Payment approved by the Court shall be paid to the Class
9 Representative from the Total Settlement Amount and shall be in addition to any distribution to which
10 he may otherwise be entitled as a Class Participant and PAGA Employee. The Class Representative's
11 Service Payment shall not be considered wages, and Settlement Administrator shall issue the Class
12 Representative a Form 1099 reflecting such payment.

13 **3. Class Counsel's Attorneys' Fees and Costs**

14 Defendants will not oppose Class Representative's application to the Court for attorneys' fees
15 for one-third of the Total Settlement Payment and costs subject to Class Counsel's billing statement
16 and supported by declaration. The Class Counsel's fees and costs approved by the Court shall
17 encompass: (a) all work performed and costs incurred by Class Counsel in representing Plaintiff and
18 the putative class through the date of this Joint Stipulation; (b) all work to be performed and costs to
19 be incurred in connection with obtaining final approval from the Court of the terms of this Joint
20 Stipulation; and (c) all work and costs, if any, incurred in connection with administering the Settlement
21 through the conclusion of the Action. To the extent the Court approves less than the requested amount
22 of Class Counsel's fees and costs, the difference between the requested and awarded amounts will be
23 added to the amount to be distributed to the Class Participants. Defendants shall bear their own
24 attorneys' fees and costs incurred for the Action.

25 **4. PAGA Fund and Payment to Labor and Workforce Development Agency**

26 The Parties agree to allocate Twenty-Five Thousand Dollars (\$25,000) of the Total Settlement
27 Payment for settlement of claims for civil penalties under the PAGA, Labor Code §§ 2698, *et seq.*
28 Pursuant to Labor Code section 2699(i), 75% of that amount, or Eighteen Thousand Seven Hundred

Fifty Dollars (\$18,750.00), will be paid to the Labor and Workforce Development Agency. The remaining 25%, or Six Thousand Two Hundred Fifty Dollars (\$6,250.00), will be distributed to PAGA Employees.

5. PAGA Employee Distribution Formula

Twenty-five percent of the PAGA Fund will be distributed to PAGA Employees on a *pro rata* basis based on the number Pay Periods they worked during the PAGA Period compared to the total Pay Periods worked by all PAGA Employees during the PAGA Period as the Individual PAGA Payment. For any Pay Periods that the PAGA Employee did not work at all (leave, sick time, vacation) shall be excluded from the Pay Period count.

The value of each Pay Period shall be determined by the Settlement Administrator by dividing twenty-five percent of the PAGA Fund (\$6,250) by the total PAGA Employee Pay Periods.

Individual PAGA Payments to PAGA Employees shall be treated as miscellaneous income, which shall be reported on an IRS 1099 without withholdings.

6. Class Participant Distribution Formula

After deducting for the amounts for Settlement Administrator's Expenses, the Class Representative's Service Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and costs, the balance of the Total Settlement Payment ("Net Settlement Amount") will be distributed as follows:

a. Each Class Participant's Total Individual Class Settlement Payment for the Class Period will be based on a ratio of the Class Participant's Pay Periods worked during the Class Period to the total Pay Periods worked by all Class Participants during the Class Period. The value of each Pay Period shall be determined by the Settlement Administrator by dividing the Net Settlement Amount by the total number of active Pay Periods worked by Class Participants during the Class Period. Any Pay Periods that the Class Participant did not work at all (leave, sick time, vacation) shall be excluded from the Pay Period count. A portion of this resulting amount will be subject to tax withholdings, as described below.

7. Non-Reversionary Settlement

The Parties agree that no part of the Total Settlement Amount will revert back to Defendants.

1 The Class Participants and PAGA Employees shall have one-hundred eighty (180) calendar days to
2 deposit or otherwise cash their settlement checks. This 180-day period will be counted from the
3 postmark date of the checks' mailing to Class Participants and PAGA Employees by the Settlement
4 Administrator.

5 As to the funds that remain in the Settlement Fund Account after 180 days due to Class
6 Participants' and/or PAGA Employees' failure to deposit or cash their settlement checks, the
7 Settlement Administrator shall distribute the value of the uncashed check to the State Controller's
8 Office Unclaimed Property Fund in the name of the Class Member and/or PAGA Employee. In such
9 event, such Class Members and/or PAGA Employees shall nevertheless remain bound by the
10 Settlement.

11 **8. Treatment of Class Settlement Payments and Payroll Tax Obligations:**

12 All Total Individual Class Settlement Payments will be allocated as follows: twenty percent
13 (20%) to the settlement of claims for wages, thirty percent (30%) to the settlement of claims for
14 interest, and fifty percent (50%) to the settlement of claims for penalties. The Settlement Administrator
15 shall calculate the payroll taxes, including, but not limited to, Medicare taxes, Social Security taxes,
16 federal unemployment taxes, state unemployment insurance taxes associated with the wage portion of
17 the Total Individual Class Settlement Payments made to each Class Participant. The employee's share
18 of payroll taxes shall be withheld by the Settlement Administrator and paid to the appropriate
19 governmental agencies. The employer's share of payroll taxes will be paid separately by Defendants.
20 For purposes of calculating payroll taxes, the Parties agree, for purposes of this Joint Stipulation only
21 and for no other purpose that twenty percent of each Total Individual Class Settlement Payment shall
22 constitute wages subject to standard withholdings.

23 The Parties make no representations as to the tax treatment or legal effect of the payments
24 specified herein, and the Class Participants and PAGA Employees are not relying on any statement or
25 representation by the Parties, Class Counsel, or Defendants' Counsel in this regard. Class Participants
26 and PAGA Employees will be responsible for the payment of all taxes and penalties assessed on the
27 payments specified herein.

28 The Parties acknowledge and agree that: (1) no provision of this Joint Stipulation, and no

1 written communication or disclosure between or among the Parties, Class Counsel, or Defendants'
2 Counsel and other advisors, is or was intended to be, nor shall any such communication or disclosure
3 constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury
4 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party: (a) has relied
5 exclusively upon his, her, or their own, independent legal and tax counsel for advice (including tax
6 advice) in connection with this Joint Stipulation, (b) has not entered into this Joint Stipulation based
7 upon the recommendation of any other party or any attorney or advisor to any other party; and (c) is
8 not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
9 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
10 adviser to any other party has imposed any limitation that protects the confidentiality of any such
11 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
12 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Joint Stipulation.

14 **9. No Effect on Employee Benefits**

15 Individual Class Settlement Payments and Individual PAGA Payments provided for in this
16 Joint Stipulation are the sole payments to be made to the Class Members and PAGA Employees, and
17 they are not entitled to any new or additional compensation or benefits as a result of having received
18 Individual Class Settlement Payments and/or Individual PAGA Payments (notwithstanding any
19 contrary language or agreement in any benefit or compensation plan document that might have been
20 in effect during the period covered by this Settlement).

21 **10. Deadline to Fund the Settlement Fund Account**

22 Defendants shall fund at least \$350,000 of the Total Settlement Amount within ten (10) days
23 of the Effective Date. Defendants shall fund the entire remaining portion of the Total Settlement
24 Amount (up to \$125,000) no later than six (6) months after the Effective Date. Defendants may at their
25 sole discretion choose to fund the Total Settlement Amount earlier than required by these agreed upon
26 deadlines.

27 The Settlement Administrator will distribute the Individual Class Settlement Payments and
28 Individual PAGA Payments following Defendants' complete funding of the Total Settlement Amount.

1 **11. Release of Claims by Class Participants**

2 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon
3 fully funding of the Settlement by Defendants, by automatic effect of this Joint Stipulation, each Class
4 Participant shall release and discharge Defendants and the other Released Parties from Released Class
5 Claims.

6 **12. Release of Claims by PAGA Employees**

7 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon
8 fully funding of the Settlement by Defendants, all PAGA Employees shall release and discharge the
9 Defendants and the other Released Parties from Released PAGA Claims, irrespective of whether that
10 PAGA Employee validly requests exclusion from the settlement of Released Class Claims. An opt-
11 out does not affect the release of PAGA Claims under this Joint Stipulation.

12 **I. NULLIFICATION OF THE JOINT STIPULATION**

13 **1. Non-Approval of the Settlement Stipulation**

14 If: (a) the Court should for any reason fail to approve any material term of this Settlement in
15 the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the
16 Action, or (c) the judgment is reversed, modified, or declared or rendered void, then this Settlement
17 shall be considered null and void, and neither this Settlement, nor any of the related negotiations or
18 proceedings, shall be of any force or effect, and all Parties to this Settlement shall stand in the same
19 position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.
20 Invalidation of any material portion of this settlement shall invalidate this Settlement in its entirety,
21 unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement
22 are to remain in full force and effect.

23 The Court's failure to approve Class Counsel's attorneys' fees and costs or the Service
24 Payment to the Class Representative in the amounts stated herein, or any procedural change to the
25 settlement administration procedures set out herein required by the Court shall not be considered an
26 invalidation of a material portion of the settlement under this section. Moreover, a reallocation of the
27 Settlement allocations between the Class Members and the PAGA Employees required by the Court
28 shall not be considered an invalidation of a material portion of the settlement under this section, so

long as the Total Settlement Amount does not change. Failure to ultimately approve both the settlement of the Class Claims and the PAGA claims is material and shall void the Joint Stipulation.

2. Opt-Outs

If more than ten percent (10%) of the proposed Settlement Class Members Opt Out, Defendants will have, at their sole election, the option of voiding this Joint Stipulation.

B. FINAL APPROVAL HEARING

At the Final Approval Hearing, Class Participants shall move the Court for an order finally approving the terms of the Joint Stipulation, certifying the Class for settlement purposes only, finding the terms of the Joint Stipulation as being fair, reasonable, and adequate to the Class Participants, and approving the settlement and release of the Released PAGA Claims by PAGA Employees. Plaintiff and Class Counsel agree to submit to the Court such pleading and/or evidence as may be required for the Court's determination.

C. CONDITIONS PRECEDENT

This Settlement will become final and effective only upon the occurrence of all of the following events:

1. Plaintiff sends an amended letter to the California Labor Workforce Development Agency adding (1) Defendants Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for the Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the Aging, Annenberg School of Nursing, and JHA West 16 LLC and adding claims for violations of the PAGA for Failure to Pay Meal Periods, including under *Ferra v. Loews Hollywood Hotel, LLC*, Failure to Pay Rest Periods, and Failure to Reimburse Business Expenses pursuant to Labor Code § 2802;

2. Plaintiff successfully amends his state court action by filing a First Amended Complaint to add (1) Defendants Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., Eisenberg Village of the Los Angeles Jewish Home for the Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the Aging, Annenberg School of Nursing, and JHA West 16 LLC and add class claims for Failure to Pay Meal Periods, including under *Ferra v. Loews Hollywood Hotel, LLC*, Failure to Pay Rest Periods, Failure to Reimburse Business

1 Expenses pursuant to Labor Code § 2802, and a claim for Violation of the Private Attorneys General
2 Act, Labor Code §§ 2689, *et seq.*;

3 3. The Court enters an order granting preliminary approval of the Settlement;

4 4. The Court enters an order granting final approval of the Settlement and a Final
5 Judgment;

6 5. If an objector appears at the final approval hearing, the time for appeal of the Final
7 Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is
8 timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final
9 Approval of Class Action Settlement; and

10 6. Defendants fully fund the Total Settlement Amount.

11 **D. PAYOUT AFTER FUNDING OF TOTAL SETTLEMENT AMOUNT**

12 All funds shall be distributed by the Settlement Administrator within ten (10) business days of
13 funding of the Total Settlement Amount by Defendants.

14 **E. DUTIES OF THE PARTIES**

15 **1. Mutual Full Cooperation**

16 The Parties agree to cooperate fully with each other to accomplish and implement the terms of
17 this Joint Stipulation. Such cooperation shall include, but not be limited to, execution of such other
18 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of
19 this Joint Stipulation and/or revising this Joint Stipulation to comply with the above-entitled Court's
20 requests. The Parties shall use their best efforts, including all efforts contemplated by this Joint
21 Stipulation and any other efforts that may become necessary by Court order, or otherwise, to effectuate
22 this Joint Stipulation and the terms set forth herein. As soon as practicable after execution of this Joint
23 Stipulation, Class Counsel, with the cooperation of Defendants and their counsel, shall take all
24 necessary and reasonable steps to secure the Court's Final Approval of the terms of this Joint
25 Stipulation.

26 **2. Duty to Support and Defend the Settlement**

27 The Parties agree that the terms of the Joint Stipulation are fair and reasonable and will so
28 represent to the Court. The Parties agree to abide by all of the terms of the Joint Stipulation in good

1 faith and to support the Settlement fully, and to use their best efforts to defend this Settlement from
2 any legal challenge, whether by appeal or collateral attack.

3 **F. MISCELLANEOUS PROVISIONS**

4 **1. Construction**

5 The Parties agree that the terms and conditions of this Joint Stipulation are the result of lengthy,
6 intensive, arms'-length negotiations between the Parties and that this Joint Stipulation is not to be
7 construed in favor of or against any party by reason of the extent to which any party or its counsel
8 participated in its drafting.

9 **2. Choice of Law**

10 This Joint Stipulation is intended to and shall be governed by the laws of the State of California,
11 without regard to conflicts of law principles.

12 **3. Captions and Interpretations**

13 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
14 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or
15 any provision thereof.

16 **4. Modification**

17 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
18 the Parties and approved by the Court. This Joint Stipulation may not be discharged except by
19 performance in accordance with its terms or by a writing signed by the Parties.

20 **5. Integration Clause**

21 This Joint Stipulation contains the entire agreement between the Parties relating to the
22 Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous
23 agreements, understandings, representations, and statements, whether oral or written, and whether by
24 a party or such party's legal counsel, are merged herein. No rights under this Joint Stipulation may be
25 waived except in writing.

26 **6. Interim Stay of Proceedings**

27 The Parties agree to stay all proceedings in the Action, subject to necessary compliance with
28 the Court's orders, except such proceedings necessary to implement and complete the Settlement, in

abeyance pending the Final Approval Hearing to be conducted by the Court.

7. Jurisdiction of the Court

Following entry of the Final Approval, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Joint Stipulation and all orders and judgments entered in connection therewith, and the Parties, Plaintiff and Class Counsel, and Defense Counsel, submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

8. Invalidity of Any Provision

Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Joint Stipulation as valid and enforceable.

In the event that any one or more of the provisions contained in this Joint Stipulation shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Joint Stipulation.

9. Successors and Assigns

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

10. Publicity

Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any inquiry from the press about this case, or otherwise publicize the Action, the facts of the Action, or the outcome of the mediation or Settlement. With the exception of a general description of the case and total settlement amount, with no Party identifying information, Plaintiff and Class Counsel also agree not to publish the terms of the Settlement or any related information on their website(s), for advertising purposes, and/or in publication materials generally available to the

1 public. This provision shall not prevent Class Counsel from referring to this Settlement in court-filed
2 “adequacy of counsel” showings in other class and representative actions.

3 **11. Class Counsel Signatories**

4 Because the Class Participants are so numerous, the Parties agree that it is impossible or
5 impractical to have each Class Participant and PAGA Employee sign this Joint Stipulation. Thus, it
6 is agreed that, for purposes of seeking approval of the Class and PAGA Settlement, this Joint
7 Stipulation may be executed on behalf of the Class by the Class Representative and Class Counsel.

8 **12. Corporate Signatories**

9 Any person executing this Joint Stipulation or any such related document on behalf of a
10 corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person
11 has been duly authorized by such corporation to execute this Joint Stipulation or any such related
12 document.

13 **13. Extensions of Time**

14 Without further order of the Court, the Parties hereto may agree in writing to reasonable
15 extensions of time to carry out any of the provisions of the Joint Stipulation.

16 **14. Deadlines Falling on Weekends or Holidays**

17 To the extent that any deadline set forth in this Joint Stipulation falls on a Saturday, Sunday or
18 state court holiday, that deadline shall be continued until the following business day.

19 **15. Execution in Counterparts**

20 This Joint Stipulation shall become effective upon its execution by all of the undersigned
21 Parties. The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts
22 shall have the same force and effect as if all Parties had signed the same instrument. Electronic
23 signatures, including signatures via DocuSign or signatures on .pdfs scanned and sent by electronic
24 mail, shall have the same force and effect as original signatures.

25 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

26 DATED: 12/23/2021

27 
28 JUAN GONZALEZ

1 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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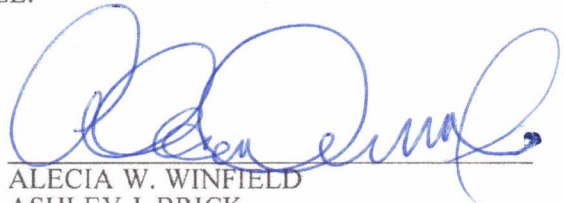
DATED: 12/24/21


DALE SUROWITZ

CEO and President of Los Angeles Jewish Home for the
Aging

IT IS SO AGREED AS TO FORM BY COUNSEL:

Dated: December 27, 2021



ALECIA W. WINFIELD
ASHLEY J. BRICK
LITTLER MENDELSON, P.C.

Attorneys for Defendants
BRANDMAN CENTERS FOR SENIOR
CARE, INC., JHA GERIATRIC SERVICES,
INC., EISENBERG VILLAGE OF THE LOS
ANGELES JEWISH HOME FOR THE
AGING, GRANCELL VILLAGE OF THE
LOS ANGELES JEWISH HOME FOR THE
AGING, LOS ANGELES JEWISH HOME
FOR THE AGING, ANNENBERG SCHOOL
OF NURSING, and JHA WEST 16 LLC

Dated: December 23, 2021



MARCUS J. BRADLEY
KILEY L. GROMBACHER
LIRIT A. KING
BRADLEY / GROMBACHER, LLP

Attorneys for Plaintiff Juan Gonzalez,
individually and on behalf of other individuals
similarly situated

1 Dated: December²⁴, 2021

DocuSigned by:

Sahag Majarian

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SAHAG MAJARIAN, II
LAW OFFICES OF SAHAG MAJARIAN II
Attorneys for Plaintiff Juan Gonzalez,
individually and on behalf of other individuals
similarly situated

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