

1 Nazo Koulloukian, SBN 263809
2 nazo@koullaw.com
3 **KOUL LAW FIRM**
4 A Professional Law Corporation
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

5 Sahag Majarian, II, Esq. SBN 146621
6 Sahagii@aol.com
7 **LAW OFFICES OF SAHAG MAJARIAN II**
8 18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

9 Attorneys for Plaintiff,
10 ISAC MARTINEZ on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF VENTURA**
14

15
16 ISAC MARTINEZ, an individual, on behalf of
17 himself and all others similarly situated,

18 Plaintiffs,

19 vs.
20

21
22 PATRICK TREACY INC., a California
23 corporation, TREACY VILLA, a business entity
24 type unknown, AND TREACY HOUSE, a
business entity type unknown, and DOES 1-50,
inclusive,

25 Defendants.
26
27
28

Case No. 56-2021-00549236-CU-OE-VTA

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

1 This Joint Stipulation of Class Action Settlement and Release (“Stipulation” or “Settlement”) is
2 made and entered into as of the date set forth below, between Plaintiff Isac Martinez (“Plaintiff”) as an
3 individual and as a representatives of the proposed Settlement Classes described herein, and Defendant
4 Patrick J. Treacy d/b/a Treacy Villa (“Defendants”), who are parties to the above-captioned litigation
5 (together, the “Parties”).

6 **1. THE CONDITIONAL NATURE OF THIS STIPULATION**

7 1.1 This Stipulation and all associated exhibits or attachments are made for the sole purpose
8 of settling the above-captioned action. This Stipulation and the Settlement it evidences are made in
9 compromise of disputed claims. Because this action was pleaded as a class and Private Attorneys
10 General Act (“PAGA”) action, this Settlement must receive preliminary and final approval by the Court.
11 Accordingly, the Settling Parties (as defined herein) enter into this Stipulation and associated Settlement
12 on a conditional basis. If the Court does not enter the Order of Final Approval, the proposed judgment
13 does not become a Final Judgment for any reason, and/or the Effective Date does not occur, this
14 Stipulation shall be deemed null and void *ab initio*, it shall have no force or effect whatsoever, it shall
15 not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the
16 Stipulation shall remain subject to the provisions of Federal Rules of Evidence, Rule 408, California
17 Evidence Code sections 1119 and 1152, and any other analogous rules of evidence that are applicable.

18 1.2 Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution,
19 injunctive relief and all other forms of relief as well as the class allegations asserted in the Action, as
20 that term is defined below. Defendants have agreed to resolve the Action via this Stipulation, but to the
21 extent this Stipulation is deemed void or the Effective Date does not occur, Defendants do not waive,
22 but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all
23 procedural, merit, and factual grounds, including, without limitation, the ability to challenge class
24 treatment on any grounds, as well as asserting any and all other privileges and potential defenses.
25 Defendants also have the right, at their discretion, to rescind this Stipulation in the event that either (1)
26 five percent or more of the Class Members choose to opt-out; or (2) the Class Members who do choose
27 to opt-out of this Stipulation would have received ten percent or more of the Settlement Distribution
28 Pool in the event that no Class Member chose to opt out. In order to exercise this right of rescission,

1 Defendant would have to notify Class Counsel within thirty (30) calendar days of the Claims
2 Administrator notifying the Parties of the total number of opt-outs validly submitted by Class Members.

3 **2. DEFINITIONS**

4 When used in this Stipulation, the following terms shall have the following meanings:

5 2.1 “Action” means the above captioned lawsuit, identified as *Isac Martinez v. Patrick*
6 *Treacy Inc. et. al.*, Ventura County Superior Court Case No. 56-2021-00549236-CU-OE-VTA, filed on
7 January 5, 2021.

8 2.2 “Claims Administrator” means Simpluris.

9 2.3 “Class” means any and all persons who worked as an hourly non-exempt employee of
10 Defendants in California at any time from January 5, 2017, to August 31, 2020.

11 2.3.1 “Aggrieved Employees” means any and all persons who worked as an hourly non-exempt
12 employees for Defendants in California at any time from October 19, 2019, to August 31, 2020.
13 Aggrieved Employees may not opt-out of the portion of the PAGA Payment (\$5,000, or 25% of the
14 Court approved PAGA Payment, as described in paragraph 2.20) allocated to Aggrieved Employees.
15 The \$5,000 allocated from the PAGA Payment shall be distributed to the Aggrieved Employees on a
16 pro rata basis based on the number of weeks worked by each Aggrieved Employee from October 19,
17 2019, to August 31, 2020 (the “PAGA Period”).

18 2.4 “Class Counsel” means Nazo Koulloukian of Koul Law Firm and Sahag Majarian, II of
19 Law Offices of Sahag Majarian II.

20 2.5 “Class Member” means each person eligible to participate in this Settlement who is a
21 member of the Class defined above.

22 2.6 “Class Period” means the time period from January 5, 2017, to August 31, 2020. Counsel
23 for Defendants estimate that the Class worked approximately 8,014 workweeks during the class period.

24 2.7 “Class Representative” means Plaintiff Isac Martinez.

25 2.8 “Complaint” means the Complaint filed by Plaintiff in the Action on January 5, 2020.

26 2.9 “Court” shall mean the Superior Court for the State of California for the County of
27 Ventura.

28 2.10 “Defendants” means Defendant Patrick J. Treacy d/b/a Treacy Villa.

1 2.11 “Defendants’ Releasees” means Defendants Patrick J. Treacy d/b/a Treacy Villa; and
2 each of their past, present and/or future, direct and/or indirect, officers, directors, members, managers,
3 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
4 parent companies, successor companies, subsidiaries, affiliates, d/b/a’s, divisions, predecessors, joint
5 venturers, successors and/or assigns.

6 2.12 “Defendants’ Counsel” means Marie D. Davis and Evelyn Zarraga of Landegger Verano
7 & Davis, ALC.

8 2.13 “Effective Date” means the date on which the Court grants final approval of the
9 Settlement if (a) no Class Member filed objections to the Settlement, or (b) any Class Member files an
10 objection but it is subsequently withdrawn. However, if an objection is filed and an appeal or other
11 appellate proceeding is initiated, the Effective Date shall be the date sixty (60) days after the date upon
12 which the Court grants final approval of the Settlement if, within this time, no notice of appeal is filed
13 by the objector; or if a timely appeal is initiated by an objector, the Effective Date shall be the date of
14 final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari)
15 resulting in the final judicial approval of the Settlement. Notwithstanding the foregoing, any proceeding,
16 order or appeal pertaining solely to the award of attorneys’ fees or costs shall not by itself in any way
17 delay or preclude the final judicial approval of the Settlement.

18 2.14 “Final Approval Date” means the date on which the Court enters the Order of Final
19 Approval.

20 2.15 “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i)
21 determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated
22 Settlement pursuant to class action procedures and requirements; (ii) determining the amount of the
23 award of attorneys’ fees and costs to Class Counsel; (iii) determining the amount of the settlement
24 administration costs; and (iv) entering the Judgment.

25 2.16 “Final Approval Order” means the final order issued by the Court approving the
26 Settlement pursuant to this Stipulation following the Final Approval Hearing.

27 2.17 “Individual Settlement Percentage” means the pro rata share each Class Member will be
28 entitled to receive of the Settlement Distribution Pool after deducting the \$5,000 (or 25% of the Court

1 approved PAGA Payment, as described in paragraph 2.20) allocated to Aggrieved Employees.

2 2.18 "Maximum Settlement Amount" is the sum of two hundred forty thousand dollars
3 (\$240,000.00), which represents the maximum amount payable in this Settlement by Defendants, which
4 includes, without limitation, attorneys' fees and costs, the Enhancement Award made to Plaintiff, costs
5 of settlement administration by the Claims Administrator, the PAGA Payment, and the amounts payable
6 to Qualified Claimants, as those terms are defined herein. Defendants shall be separately responsible for
7 the Employer's portion of the payroll tax. In no way shall the Maximum Settlement Amount exceed
8 two hundred forty thousand dollars (\$240,000.00) unless the total number of workweeks exceed 8,815
9 (i.e. exceed ten percent more than the current workweek estimate of 8,014). If that occurs, the Maximum
10 Settlement Amount will be increased on a pro-rata basis equal to the increase in the number of
11 workweeks over 8,014.

12 2.19 "Notice of Settlement" shall mean the document attached hereto as **Exhibit A**.

13 2.20 "PAGA Payment" means the payment of \$20,000, with 25% (i.e. \$5,000) allocated to the
14 Settlement Distribution Pool for the Aggrieved Employees, and 75% (i.e. \$15,000) payable to the Labor
15 and Workforce Development Agency, all of which is to be paid from the Maximum Settlement Amount.
16 The PAGA Payment is made pursuant to Labor Code §2699(i).

17 2.21 "Parties" shall mean Plaintiff and Defendants.

18 2.22 "Preliminary Approval Date" means the date the Court preliminarily approves this
19 Stipulation, and the exhibits hereto, and enters a Preliminary Approval Order providing for notice to the
20 Class, an opportunity to opt out of the Class, an opportunity to submit timely objections to the
21 Settlement, and setting a final hearing on the fairness of the terms of the Settlement, including approval
22 of attorneys' fees and costs.

23 2.23 "Preliminary Approval Hearing" means a hearing set by the Court for the purpose of
24 determining whether to conditionally certify the Class for settlement purposes only and preliminarily
25 approve the settlement pursuant to this Stipulation.

26 2.24 "Preliminary Approval Order" means the order issued by the Court preliminarily
27 approving this Stipulation following the Preliminary Approval Hearing.

28 2.25 "Qualified Claimant" means a Class Member who does not timely sign and return a valid

1 Opt-Out Form to the Claims Administrator.

2 2.26 “Released Claims” shall mean any and all claims, rights, demands, liabilities, penalties,
3 costs, expenses, attorneys’ fees, damages and causes of action that are alleged, or reasonably could have
4 been alleged based on the facts and claims asserted in the operative complaint in this action including
5 the following claims: failure to pay wages due, including overtime wages, failure to pay minimum wages
6 for all hours worked, failure to provide compliant rest periods, failure to provide compliant meal periods,
7 failure to pay all wages upon separation from employment, failure to provide and maintain accurate
8 itemized wage statements, Unfair Practices under the Unfair Competition Act (“UCL”), during the Class
9 Period, including, violation of the following sections of the California Labor Code Labor Code sections
10 200, 201, 202, 203, 204, 218, 218.5, 223, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1174, 1194,
11 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2698, 2699, California Business & Professions Code § 17200,
12 violation of California Code of Regulations, Title 8, section 11040, violation of the California Industrial
13 Wage Orders, and violation of California’s unfair business practices and unfair competition laws, as
14 well as any potential penalties, interest or attorneys’ fees associated with these causes of action under
15 California or federal law. In addition, subject to Court approval, Plaintiffs and the Aggrieved Employees
16 will release the Defendants’ Releasees from any and all claims, causes of action, damages, expenses,
17 benefits, interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity,
18 or whatever kind or nature that were asserted or could have been asserted with respect to the Private
19 Attorneys General Act (“PAGA”) claims asserted in the Action and in Plaintiffs’ LWDA Notice dated
20 October 19, 2020 for the PAGA Period..

21 2.27 “Release Period” means the time period from January 5, 2017, to August 31, 2020 for
22 the Class Claims and October 19, 2019 through August 31, 2020 for claims under the Private Attorneys
23 General Act.

24 2.28 “Settlement Distribution Pool” is the portion of the Maximum Settlement Amount
25 available for distribution to Qualified Claimants and Aggrieved Employees. It equals the Maximum
26 Settlement Amount less: (i) attorneys’ fees and costs; (ii) the PAGA Payment to the California Labor
27 and Workforce Development Agency (\$15,000); (iii) the Enhancement Award made to each Plaintiff;
28 and (iv) claims administration costs.

1 2.29 “Settlement Documents” shall mean the Notice of Settlement (**Exhibit A**) and the Opt-
2 Out Form (**Exhibit B**).

3 2.30 “Settlement Payment” means the amount each Class Member is entitled to receive
4 pursuant to the terms of this Settlement.

5 2.31 “Settling Parties” shall mean Plaintiff and Defendants.

6 2.32 “Settling Plaintiffs” and/or “Settlement Class” shall mean any and all persons who
7 worked as an hourly non-exempt employee of Defendants in California at any time from January 5,
8 2017, through August 31, 2020, and who do not timely send a signed and valid Opt-Out Request to the
9 Claims Administrator.

10 2.33 “Stipulation of Settlement” or “Stipulation” or “Settlement” shall mean this Joint
11 Stipulation of Settlement and Release, signed by counsel for the Parties.

12 2.34 “Enhancement Award” shall mean the amount approved by the Court to be paid to
13 Plaintiff in recognition of his efforts and time as Class Representatives, and shall not exceed eight
14 thousand dollars (\$8,000) for Plaintiff. Plaintiff shall also be eligible to receive a further payment from
15 the Settlement Distribution Pool as a Qualified Claimant and Aggrieved Employee. IRS Form 1099 will
16 be issued by the Claims Administrator to the Class Representatives for the Enhancement Award amount.

17 **3. DESCRIPTION OF THE LITIGATION**

18 3.1 The Action was filed on January 5, 2021, by Plaintiff. The Complaint alleges various
19 wage-and-hour-related claims brought under the Labor Code and Unfair Competition Law, and is
20 brought on behalf of the Plaintiff and anyone who worked as a non-exempt employee of Defendants in
21 the Class Period.

22 3.2 On March 11, 2021, Defendants filed their Answer to the Complaint, in which they
23 disputed and denied Plaintiffs’ material allegations, maintained that the Court should not certify the
24 classes proposed by Plaintiffs, and raised various affirmative defenses.

25 3.3 The Parties attended a mediation session with Jeffrey Krivis on November 15, 2021, and
26 a settlement was reached that day. This resolution was subsequently reduced to writing in a
27 memorandum of understanding executed between the Parties in November and December 2021.

28 3.4 Prior to the mediation, Defendants provided Class Counsel with substantial documents,

1 including time and payroll records for the Class Members and written wage and hour policies applicable
2 to same. In addition, each Party has extensively investigated the claims at issue, analyzed the relevant
3 law, and conducted assessments of the potential damages and defenses before entering into this
4 Stipulation.

5 **4. BENEFITS OF THE SETTLEMENT TO THE PROPOSED CLASS AND** 6 **DEFENDANT**

7 4.1 Class Counsel has diligently pursued an investigation of Plaintiff's claims against
8 Defendants. Based on the forgoing data, and on their own independent investigation and evaluation,
9 Class Counsel is of the opinion that settlement with Defendants for the consideration and on the terms
10 set forth in this Stipulation is fair, reasonable, and adequate, and is in the best interest of the Class in
11 light of all known facts and circumstances, including the risk of significant delay and uncertainty
12 associated with litigation, including the risk that class certification will not be granted as to some or all
13 claims, that Defendants will be successful in various defenses.

14 4.2 In addition to the above, Class Counsel has weighed the monetary benefit of the
15 Settlement to the Class against the expenses and length of continued proceedings that would be
16 necessary to prosecute the Action against Defendants through trial and possible appeals. Therefore,
17 Class Counsel has determined that the settlement set forth in this Stipulation is in the best interests of
18 the Class Members.

19 **5. DEFENDANTS' POSITION**

20 5.1 Defendants, on behalf of themselves and the Defendants' Releasees, specifically and
21 generally deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged,
22 make no concessions or admissions of liability of any sort, and contend that for any purpose other than
23 Settlement, the Action is not appropriate for class action and/or representative treatment. Neither this
24 Stipulation, nor any document referred to in it, nor any actions taken pursuant to this Stipulation, is or
25 should be construed as an admission by Defendants of any fault, wrongdoing, or liability whatsoever.
26 There has been no determination by any court as to the merits of the claims asserted by Plaintiffs against
27 Defendants, or as to whether a class should be certified. Nonetheless, Defendants have concluded that
28 further conduct of the Action would be protracted, distracting, and expensive, and that it is desirable that

1 the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this
2 Stipulation. Defendants have also taken into account the uncertainty and risks inherent in any litigation.
3 Defendants have therefore determined that it is desirable and beneficial to them to settle the Action in
4 the manner and upon the terms and conditions set forth in this Stipulation.

5 5.2 It is the Parties' intention that this Settlement shall constitute a full and complete
6 settlement and release of any and all Released Claims against any and all Defendants' Releasees.

7 **6. OPERATIVE TERMS OF SETTLEMENT**

8 The Parties to the Action agree as follows:

9 **6.1 Class Certification**

10 6.1.1 The Parties stipulate, for settlement purposes only, to the certification by the
11 Court of the Class.

12 6.1.2 If, for any reason, the Court does not approve this Stipulation, fails to enter the
13 Preliminary Approval Order, or if this Stipulation is terminated, or if there is no Final Approval Order
14 for any other reason, Defendants shall retain the right to dispute the appropriateness of class certification.

15 **6.2 Maximum Settlement Payment**

16 6.2.1 Defendant shall not pay more than the Maximum Settlement Amount to resolve
17 the Action on a class-wide basis, as described more fully herein.

18 6.2.2 The Maximum Settlement Amount includes the settlement administration costs,
19 estimated at an amount not to exceed ten thousand dollars (\$10,000); Court-approved reasonable
20 attorneys' fees not to exceed eighty thousand dollars (\$80,000); Court-approved Enhancement Award
21 to the Plaintiff not to exceed eight thousand dollars (\$8,000); actual costs for Class Counsel not to exceed
22 twelve thousand dollars (\$12,000); the PAGA Payment of twenty thousand dollars (\$20,000) (25% of
23 which shall be allocated to the Settlement Distribution Pool for the Aggrieved Employees); and with the
24 remaining balance funding the Settlement Distribution Pool for Payments to the Settlement Class.

25 **6.3 Attorneys' Fees and Costs**

26 6.3.1 Class Counsel shall apply to the Court for an award of reasonable attorneys' fees
27 not to exceed eighty thousand dollars (\$80,000), plus actual costs incurred not to exceed twelve thousand
28 dollars (\$12,000).

6.3.2 Defendants will not oppose Class Counsel's request for attorneys' fees and costs in accordance with the terms of this provision.

6.3.3 Any amount of attorneys' fees or costs that are not awarded shall revert to the Settlement Distribution Pool and be reallocated for distribution to the Settlement Class.

6.4 Claims Administrator

6.4.1 The fees and expenses reasonably incurred by the Claims Administrator as a result of the procedures and processes expressly required by this Stipulation (the "Settlement Administration Costs") shall be paid out of the Maximum Settlement Amount, in an amount not to exceed four thousand nine hundred ninety-five dollars (\$4,995).

6.4.2 The Settlement Administration Costs shall include: all costs of administering the Settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or Qualified Claimants; all costs and fees associated with communicating with Class Members, Class Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Settlement Payments and all other payments required by the Settlement, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes, including making related payment to federal and state tax authorities, and issuing and mailing tax forms including IRS Forms 1099 and W-2 relating to all payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Settlement Payments; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Stipulation.

6.4.3 The actions of the Claims Administrator shall be governed by the terms of this Stipulation, any Orders from the Court, and any agreement by Class Counsel and Defendants' Counsel regarding communications with the Claims Administrator. Absent any agreement, the Parties may communicate with the Claims Administrator without notice and/or copies to opposing counsel.

6.4.4 In the event that Defendants' Counsel or Class Counsel takes the position that the

1 Claims Administrator is not acting in accordance with the terms of the Stipulation, such Party shall meet
2 and confer first with opposing counsel and/or, if necessary, with the Claims Administrator or the Court
3 to attempt to resolve the issue.

4 **6.5 Calculation of Settlement Payments.**

5 6.5.1 The Claims Administrator shall determine each individual Class Member's pro
6 rata share of the Settlement Distribution Pool as follows:

7 (a) The Claims Administrator will first calculate the number of weeks worked
8 by each Class Member during the Class Period using the Database provided by Defendants, by
9 calculating the number of days each Class Member was employed by Defendant as an hourly non-
10 exempt employee during the Class Period, and dividing the resulting number by seven (each Class
11 Member will be credited with at least one (1) workweek);

12 (b) The Claims Administrator will then aggregate the total number of weeks
13 worked by each Class Member during the Class Period to determine the total weeks worked by the entire
14 Class;

15 (c) The Claims Administrator will then divide the number of weeks worked
16 by each Class Member by the total weeks worked by the entire Class to determine each Class Member's
17 Individual Settlement Percentage; and

18 (d) The Claims Administrator will then calculate the dollar amount rounded
19 to the nearest cent for each Class Member based on their respective Individual Settlement Percentage of
20 the Settlement Distribution Pool (less the \$5,000 allocated for the Aggrieved Employees).

21 6.5.1.1 With regard to the \$5,000 allocated to the Settlement Distribution Pool to be
22 distributed to Aggrieved Employees, the Claims Administrator shall determine each individual
23 Aggrieved Employee's pro rata basis based on the number of weeks worked by each Aggrieved
24 Employee between October 19, 2019, and August 31, 2020, in the same manner as set forth in paragraph
25 6.5.1. above.

26 6.5.2 The Parties recognize that the Settlement Payments to be paid to Class Members
27 reflect settlement of a dispute over claimed wages, penalties, and interest. All Settlement Payments
28 made to a Qualified Claimants for the Class Claims are allocated as follows: twenty percent (20%) of

1 the payments to Qualified Claimants shall be classified as unpaid wages, and eighty percent (80%) of
2 the payments to Qualified Claimants shall be classified as interest and penalties. One hundred percent
3 (100%) of Settlement Payments to Aggrieved Employees allocated from the \$5,000 from the PAGA
4 Payment will be allocated as penalties. Defendants shall pay the employer's portion of payroll taxes,
5 including, but not limited to FICA and FUTA and SDI contributions, on the portion of each Settlement
6 Payment allocated as unpaid wages.

7 6.5.3 Qualified Claimants and Aggrieved Employees will be responsible for paying all
8 other local, state, and federal taxes due on their Settlement Payments. The Claims Administrator shall
9 make appropriate tax deductions and withholdings from each Settlement Payment allocated as unpaid
10 wages, and pay the employer portion of the taxes and withholdings.

11 6.5.4 Other than as set forth above, the Claims Administrator will not make any
12 deductions, withholdings, or additional payments, including, without limitation, medical or other
13 insurance payments or premiums, employee 401(k) contributions or matching employer contributions,
14 wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the
15 payments to Qualified Claimants and/or the Class Representative, and entry of the Order of Final
16 Approval by the Court shall be deemed authority not to make any such deductions, withholdings, or
17 additional payments.

18 6.5.5 Neither the Settlement nor any amounts paid under the Settlement will modify
19 any previously credited hours or service under any employee benefit plan, policy, or bonus program
20 sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits
21 under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus
22 programs. The payments made under the terms of this Stipulation shall not be applied retroactively,
23 currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation
24 for the purposes of the Defendant Releasees' benefit plans, policies, or bonus programs. The Defendant
25 Releasees retain the right to modify the language of their benefit plans, policies and bonus programs to
26 effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours
27 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans,
28 policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose,

1 and that additional contributions or benefits are not required by this Stipulation.

2 6.6 **Releases**

3 6.6.1 Upon funding of the Settlement Distribution Pool, each Settling Plaintiff shall be
4 deemed to have fully, finally, and forever released the Defendants' Releasees from all Released Claims
5 that accrued or accrue during the Release Period. A Class Member who timely signs and returns a valid
6 Opt-Out Form to the Claims Administrator will not participate in or be bound by the Settlement and the
7 Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment
8 and will remain bound by the release of the PAGA claims in the Released Claims regardless of their
9 request for exclusion.

10 6.6.2 Upon funding of the Settlement Distribution Pool, the Class Representatives, Isac
11 Martinez, on behalf of himself individually, shall be deemed to have fully, finally, and forever released
12 Defendants' Releasees (defined in paragraph 2.11, above) from all of the Released Claims (defined in
13 paragraph 2.11, above) through the date of Final Approval, and from any and all other claims, charges,
14 complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of action, penalties,
15 wages, obligations, debts, expenses, damages, attorneys' fees, costs, judgments, orders, and liabilities
16 of whatever kind or nature in law, equity, or otherwise, known or unknown, suspected or unsuspected,
17 that the Class Representative had, now has, or may hereafter claim to have against Defendants'
18 Releasees arising out of, or relating in any way to, the Class Representative's hiring by, employment
19 with, separation of employment with, or any other transactions, occurrences, acts or omissions or any
20 loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any
21 act or omission by or on the part of Defendants (the "Class Representative's Released Claims"), arising
22 or accruing from the beginning of time up through the Final Approval ("Class Representatives' Released
23 Period"). The Class Representatives' Released Claims include, but are not limited to, claims arising
24 from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare
25 Commission; California Business and Professions Code §§ 17200, *et seq.*; the California Fair
26 Employment and Housing Act, Cal. Gov't Code §§ 12900, *et seq.*; the California Healthy Workplaces,
27 Healthy Families Act, Cal. Labor Code §§ 245, *et seq.*, the California common law of contract and tort;
28 Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et*

1 *seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.*; the Fair Labor
2 Standards Act, 29 U.S.C. §§ 201, *et seq.*, the Portal to Portal Act, 29 U.S.C. §§ 251, *et seq.*, and the
3 Families First Coronavirus Response Act.

4 Plaintiff also acknowledges that he has read Section 1542 of the Civil Code of the State of
5 California, which provides as follows:

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

9 Plaintiff further warrants that he understands Section 1542 gives him the right not to release existing
10 claims of which he is not now aware unless he voluntarily waives this right. Having been so apprised,
11 Plaintiff voluntarily waives this right and elects to assume all risks, thereby releasing the claims set forth
12 in paragraph 6.6.2, that now exist in his favor, whether known or unknown.

13 6.6.3 The above releases given are conditional, and shall only take effect
14 unconditionally upon the Effective Date.

15 **7. NOTICE TO CLASS PROCEDURE**

16 **7.1 Preliminary Approval**

17 7.1.1 Class Counsel and Defendants' Counsel shall jointly submit to the Court this
18 Stipulation and exhibits attached hereto for preliminary approval by the Court. Class Counsel will
19 prepare and file the Preliminary Approval motion papers. The Court's preliminary approval of this
20 Settlement shall be embodied in a Preliminary Approval Order conditionally certifying the Class for
21 settlement purposes only, preliminarily approving the Settlement, and providing for Settlement
22 Documents to be mailed to the Class Members in the general forms attached hereto as Exhibits A and
23 B, and which will also set the date for the final approval hearing.

24 **7.2 Notice**

25 7.2.1 Within fifteen (15) calendar days after the Court issues the Preliminary Approval
26 Order, Defendants shall provide to the Claims Administrator in electronic form, a list of each Class
27 Member, which includes each Class Member's name, last known address (identified from Defendants'
28 payroll records), social security number, dates of employment, and weeks worked during the Class

1 Period and PAGA Period (“Database”). The Database shall be based on Defendants’ best available
2 payroll, personnel, and/or other business records, and shall be delivered in a format acceptable to the
3 Claims Administrator. Defendants agree to consult with the Claims Administrator prior to the production
4 date to ensure that the format will be acceptable to the Claims Administrator. The Claims Administrator
5 shall maintain the Database and all data contained within as private and confidential, and shall not
6 disclose such data to any persons or entities, except that relevant information may be provided to Class
7 Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a
8 Class Member. This data is being supplied solely for purposes of the administration of the Settlement,
9 and hence cannot be used by the Claims Administrator or Class Counsel for any purpose other than to
10 administer the Settlement. Upon receipt of the Database, the Claims Administrator shall check the
11 names of former employee Class Members with the U.S. Postal Service National Change of Address
12 Database, and update any addresses with any new information found regarding the location of those
13 Class Members. The Claims Administrator will update the Database with all new contact information
14 found pursuant to its obligations in this paragraph, or based on information provided by Class Members
15 during the Notice process.

16 7.2.2 Within twenty (20) calendar days of the Preliminary Approval Date, the Claims
17 Administrator will send the Settlement Documents to the Class Members via first class mail.

18 7.2.3 If any Settlement Documents are returned to the Claims Administrator as
19 undeliverable, the Claims Administrator shall run a skip-trace using that Class Member’s social security
20 number in an attempt to ascertain the current address of the Class Member. If such address is
21 ascertained, the Claims Administrator shall re-mail the Settlement Documents within ten (10) calendar
22 days thereafter. If alternative addresses are obtained for a Class Member, the Claims Administrator shall
23 send the Settlement Documents to up to three alternative addresses. In the event the Settlement
24 Administrator must re-mail any Settlement Documents pursuant to the provisions of this paragraph due
25 to being returned, the opt-out and objection deadlines (as described in paragraph 7.2.4 and 7.2.5) shall
26 be the later of fifteen (15) calendar days from the date of the re-mailing of the Settlement Documents,
27 or forty-five (45) days from the date of the initial mailing. The Settlement Administrator shall include
28 a cover letter with any re-mailing informing the Class Member of the re-mailing of the Settlement

1 Documents and, in the event of an extended response deadline, that he or she has fifteen (15) calendar
2 days from the date of the re-mailing (which shall be the date the re-mailing of the Settlement Documents
3 is postmarked) to postmark any response allowed by the Stipulation and Settlement Documents, even if
4 postmarked after the original opt-out and objection deadlines.

5 7.2.4 Class Members, except for Plaintiffs, will have forty-five (45) calendar days from
6 the date of mailing the Settlement Documents within which to opt-out of the Settlement. Class Members
7 who wish to exercise this option must timely submit an executed Opt-Out Form to the Claims
8 Administrator. The Opt-Out Form must be postmarked on or before forty-five (45) calendar days from
9 the date of mailing the Settlement Documents. Class Members who do not timely submit an executed
10 Opt-Out Form shall be part of the Settlement Class and bound by the Settlement. Except with respect
11 to the release of PAGA claims by Aggrieved Employees, Class Members who timely submit an executed
12 Opt-Out Form shall have no further role in the Action, and for all purposes they shall be regarded as if
13 they never were a party to this Action or a Class Member, and thus they shall not be entitled to any
14 payment as a result of this Settlement (except for amounts paid to Aggrieved Employees from the PAGA
15 Payment) and shall not be entitled to or permitted to assert an objection to the Settlement. If the Court
16 approves the compromise of the PAGA claim, all Aggrieved Employees are bound by the Court's
17 resolution of that claim. Class Members who are also Aggrieved Employees submitting a valid request
18 for exclusion will nevertheless receive their pro-rata share of the 25% of the PAGA Payment and remain
19 bound by the release of the PAGA related claims. The Notice of Settlement shall advise Class Members
20 of their ability to opt out of the Settlement and of the consequence thereof. Neither the Parties nor any
21 of their counsel will solicit, encourage or advise any Class Member to submit an Opt-Out Form.

22 7.2.5 Class Members will have forty-five (45) calendar days from the date of mailing
23 the Settlement Documents within which to file an objection to the Settlement. Only Class Members
24 who have not submitted an Opt-Out Form may object to the Settlement. To object, a Class Member
25 must, at least ten (10) calendar days before the Final Approval Hearing: (1) provide written notice to the
26 Claims Administrator of any intent to appear at the Final Approval Hearing; and (2) submit to the Claims
27 Administrator a written objection and any supporting documents. The Claims Administrator will
28 forward all notices, objections, and supporting documents to the Parties and their counsel. Class

1 Members who fail to give notice of their intent to appear at the Final Approval Hearing may nonetheless
2 appear.

3 7.2.6 A Class Member may challenge his or her number of workweeks during the Class
4 Period as shown on his or her Notice of Settlement to the Claims Administrator, but in doing so the
5 Class Member's challenge must be accompanied by supporting documentation or other evidence. The
6 number of weeks worked determined by Defendants shall be rebuttably presumed to be correct, and
7 Defendants' timekeeping records shall be rebuttably presumed correct for purposes of determining
8 whether a claimant is a Class Member. If the Class Member does not provide any documents or other
9 evidence, the challenge will be rejected by the Claims Administrator, unless Defendants agree to accept
10 the challenge. All other challenges will be resolved at the exclusive discretion and authority of the
11 Claims Administrator after seeking input from counsel for the Parties. The Claims Administrator's
12 decision shall be binding and non-appealable by Plaintiffs, Defendants, and/or the Class Member.
13 Defendants will promptly provide any information or documents reasonably requested by the Claims
14 Administrator to assist in making its determination.

15 7.2.7 Beginning fourteen (14) calendar days after the date the Settlement Documents
16 are mailed, the Claims Administrator shall provide to Class Counsel and counsel for Defendants a
17 weekly status report which will be cumulative, reflecting the number of Opt-Out Requests and
18 Objections. No later than twenty (20) calendar days prior to the Final Approval Hearing, the Claims
19 Administrator shall file a Declaration of Compliance with the Court.

20 7.3 **Final Approval**

21 7.3.1 Prior to the Final Approval Hearing, as soon as practicable, but in no event sooner
22 than ninety (90) calendar days after the initial mailing of the Settlement Documents, Plaintiffs will move
23 the Court for Final Approval of the Joint Stipulation of Class Action Settlement and Release: (a)
24 certifying the Class for settlement purposes only; (b) finding the Settlement fair, reasonable, adequate,
25 and in the best interests of the Class Members; (c) approving Class Counsel's application for an award
26 of attorneys' fees and costs; (d) approving the payment of reasonable Settlement Administration Costs
27 to the Settlement Administrator; and (e) releasing and barring all Released Claims by Settling Plaintiffs
28 and Aggrieved Employees. The Parties and their counsel shall make all reasonable efforts to secure

1 Final Approval. The proposed Final Approval Order shall be lodged with the Court no later than five
2 (5) calendar days before the Final Approval Hearing.

3 7.3.2 Prior to the Final Approval Hearing, concurrent with or prior to the filing of the
4 motion for final approval, Class Counsel shall file a motion seeking approval of attorneys' fees and costs
5 as set forth in the Stipulation. The Class Representative and Class Counsel agree that they shall be
6 responsible for justifying the amount of the attorneys' fees and costs to the Court, and they agree to
7 submit, as appropriate, the necessary materials to justify these payments. Defendants will not oppose
8 the amount of the attorneys' fees and costs sought, as long as they are consistent with the terms of the
9 Stipulation. If the Court (or any appellate court) awards less than the amount requested for attorneys'
10 fees and/or costs, only the awarded amounts shall be paid, and shall constitute satisfaction of the
11 obligations of Defendants under this Stipulation for attorneys' fees and costs. Any attorneys' fees/costs
12 not awarded by the Court shall be added to the Settlement Distribution Pool.

13 7.3.3 If a ruling by the Court or any appeal results in an order materially modifying,
14 setting aside, or vacating any portion of the Stipulation, with the exception of any modification of the
15 amount of attorneys' fees or costs to be paid to Class Counsel, each party adversely impacted by the
16 order shall have the absolute right, at its sole discretion, to treat such order as an event permanently
17 preventing Final Approval. To exercise this right, the party must inform the other party and the Claims
18 Administrator, in writing, of the exercise of this right, within ten (10) business days of receiving notice
19 of any order modifying, setting aside, or vacating any portion of the Stipulation. Before either party
20 elects to exercise its right to treat such order as an event permanently preventing Final Approval, that
21 party must meet and confer in good faith with the other party to determine if an agreement can be reached
22 modifying this Settlement to the mutual satisfaction of the Parties. The Party who elects to exercise this
23 right shall pay any settlement administration costs incurred.

24 7.3.4 If the Final Approval does not occur, or if this Stipulation is terminated or
25 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to their
26 respective status as of the date and time immediately prior to the execution of this Stipulation. In such
27 an event, if the Stipulation is not approved by the Court substantially in the form agreed to by the Parties,
28 or if the Settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become

1 effective in accordance with its terms, or if the Final Approval Date does not occur, this Stipulation
2 (except for those provisions relating to non-admission, denial of liability set forth above, and the
3 confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and
4 provisions shall have no further force and effect with respect to the Settling Parties, and shall not be
5 used in this Action or in any other proceeding for any purpose, and any judgment or order entered by
6 the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.
7 Notwithstanding any other provision of this Stipulation, no order of the Court, modification, or reversal
8 on appeal of any order of the Court, or reducing the amount of any attorneys' fees or costs to be paid to
9 Class Counsel, shall constitute grounds for cancellation or termination of the Stipulation, or grounds for
10 limiting any other provision of the Final Approval Order.

11 **7.4 Funding and Distribution of the Settlement Proceeds**

12 7.4.1 As soon as practicable after the Effective Date, the Claims Administrator shall
13 notify Defendants of the amount of funds required to be paid by Defendants pursuant to this Stipulation.

14 7.4.2 Within thirty (30) calendar days after the Effective Date, Defendants shall deliver
15 the amount of funds required by this Stipulation and any subsequent Court order to the Claims
16 Administrator for Plaintiff's attorneys' fees and costs, the Claims Administrator's costs, and the payment
17 to be made to the Labor and Workforce Development Agency under the PAGA. Within ten (10) calendar
18 days after this payment, the Claims Administrator shall (1) issue a check for \$15,000, to the Labor and
19 Workforce Development Agency pursuant to Labor Code §2699(i); and (2) pay the Court-approved
20 attorneys' fees and costs to Class Counsel or a trust account designated by Class Counsel. Class Counsel
21 shall provide to the Claims Administrator, with a copy to Defendants, the pertinent taxpayer
22 identification number and IRS Form W-9 within ten (10) business days after the Effective Date.
23 Notwithstanding, if as of the Effective Date, there is any ongoing proceeding or appeal pertaining solely
24 to the award of Court-approved attorneys' fees and costs to Class Counsel, then such payment will be
25 delayed until ten (10) calendar days after the entry of a final non-appealable ruling and/or judgment
26 concerning Court-approved attorneys' fees and costs to Class Counsel.

27 7.4.3 Within thirty (30) calendar days after the Effective Date, Defendants shall deliver
28 the amount of funds required by this Stipulation and any subsequent Court order to the Claims

1 Administrator for the Settlement Distribution Pool. Within ten (10) calendar days of Defendants making
2 this payment, the Claims Administrator shall make the Settlement Payments to all Qualified Claimants
3 and Aggrieved Employees via check. The Claims Administrator shall also issue and mail timely IRS
4 Forms 1099 to all Qualified Claimants and Aggrieved Employees with the Settlement Payments, as well
5 as issue IRS Forms W-2 to all Qualified Claimants in the amounts described in paragraph 6.5.2.

6 7.4.4 If any Qualified Claimant or Aggrieved Employee does not cash the check for
7 his or her Settlement Payment within one hundred eighty (180) calendar days of the Claims
8 Administrator mailing that check, the proceeds represented by the check (the “Remainder”) shall be
9 transmitted by the Claims Administrator to the California State Controller’s Office for Unclaimed
10 Property in the name of each Settlement Qualified Claimant and/or Aggrieved Employee who failed to
11 cash their Settlement Payment check prior to the void date. The Parties agree that this disposition results
12 in no “unpaid residue” within the meaning of California Code of Civil Procedure Section 384, as the
13 entire Settlement Distribution Pool amount will be paid out to the Settlement Class and Aggrieved
14 Employees, whether or not they all cash their individual Settlement Payment checks.

15 **8. MISCELLANEOUS PROVISIONS**

16 8.1 Neither the acceptance nor the performance by Defendants of the terms of this
17 Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as,
18 or deemed to be, an admission by Defendants of the truth of any of the allegations in the Second
19 Amended Complaint, the representative character of the Action, the validity of any of the claims that
20 were or could have been asserted by Plaintiffs and/or any Class Members in the Action, or of any liability
21 or guilt of Defendants in the Action. Nothing in this Stipulation shall be construed to be or deemed an
22 admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the
23 Class Representative, the Class Members, or any other person, and Defendants specifically disclaim any
24 liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Representative, the Class
25 Members, and any other person. Each of the Parties has entered into this Stipulation with the intention
26 to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

27 8.2 The Parties agree to cooperate fully with one another to accomplish and implement the
28 terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other

documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

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

To the Class Members:

Nazo Koulloukian
Koul Law Firm
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Tel: (213) 761-5484
Fax: (213) 561-3938

Sahag Majarian, II
Law Offices of Sahag Majarian II
18250 Ventura Blvd.
Tarzana, CA 91356
Tel: (818) 609-0807
Fax: (818) 609-0892

Attorneys for Plaintiff

To Defendants:

Marie D. Davis
Evelyn Zarraga
Landegger Verano & Davis, ALC
15760 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel.: (818) 986-7561
Fax: (818) 986-5147

Attorneys for Defendants

8.4 The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy, intensive, arm's length negotiations between the Parties, and that this Stipulation shall not be

1 construed in favor of or against any party by reason of the extent to which any party or its counsel
2 participated in the drafting of this Stipulation.

3 8.5 Neither the Parties nor their respective counsel will solicit or otherwise encourage any
4 Class Member, directly or indirectly, to request exclusion from the Settlement, object to the Settlement,
5 or appeal from the Final Approval Order.

6 8.6 Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any
7 contact with the press, or provide any information to the press about this case. Class Counsel may not
8 post or otherwise use in any way the Settlement, or mention Defendant's name in any publication,
9 marketing materials, or on their website. However, Class Counsel may reference this settlement in court
10 filings to support their adequacy as class counsel. Any communication about the Settlement to Class
11 Members other than Plaintiffs prior to the Court-approved mailing will be limited to a statement that a
12 settlement has been reached and the details will be communicated in a forthcoming Court-approved
13 notice.

14 8.7 The Class Representative, by signing this Stipulation, is bound by the terms herein and
15 further agrees not to submit an Opt-Out Request or object to any terms of this Stipulation. Any such
16 Opt-Out Request or objection shall therefore be void, and have no force or effect. Defendants, Class
17 Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge
18 whatsoever to the terms of this Stipulation, except Plaintiff and Class Counsel have the right to appeal
19 any order denying, in whole or in part, Class Counsel's application for an award of attorneys' fees and
20 costs.

21 8.8 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
22 Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or
23 disbursements from the Defendants' Releasees or the Maximum Settlement Amount, except as expressly
24 provided herein.

25 8.9 After it is signed and delivered by all Parties and their counsel, this Settlement and its
26 exhibits will constitute the entire agreement between the Parties relating to the Settlement, and will
27 supersede any prior or contemporaneous oral representations, warranties, covenants, or inducements
28 made to any Party concerning this Settlement or its exhibits.

1 8.10 This Stipulation may not be changed, altered, or modified, except in writing signed by
2 the Parties hereto and approved by the Court. This Stipulation may not be discharged except by
3 performance in accordance with its terms, or by a writing used by the Parties hereto.

4 8.11 This Stipulation shall be binding upon, and inure to the benefit of, the Parties hereto and
5 their respective heirs, trustees, executors, administrators, successors, and assigns.

6 8.12 Because the proposed Class have not yet been certified, and the members of the proposed
7 Class are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
8 sign this Stipulation. It is agreed that, for purposes of seeking approval of the Class Settlement, this
9 Stipulation may be executed on behalf of the proposed Class by Class Counsel.

10 8.13 This Stipulation shall become effective upon its execution by all of the undersigned. The
11 Settling Parties may execute this Stipulation in counterparts, and execution of counterparts shall have
12 the same force and effect as if all Settling Parties had signed the same instrument.

13 8.14 The Court shall retain jurisdiction with respect to the implementation and enforcement
14 of the terms of the Stipulation, pursuant to California Code of Civil Procedure section 664.6 and the
15 California Rules of Court, and all Parties hereto submit to the jurisdiction of the Court for purposes of
16 implementing and enforcing the Settlement embodied in the Stipulation. Any action to enforce this
17 Stipulation shall be commenced and maintained only in the Court. To the extent any Party seeks to
18 enforce the terms of this Settlement or this Stipulation in Court, the prevailing party to any such action
19 shall be entitled to recover reasonable attorneys' fees and costs associated with any such enforcement
20 action.

21 8.15 All terms and conditions of this Settlement and its exhibits will be governed and
22 interpreted according to the laws of the State of California, without giving effect to any conflict of law
23 or choice of law principles.

24 8.16 Paragraph titles or captions contained in the Stipulation are inserted as a matter of
25 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
26 Stipulation, or any provision thereof.

27 8.17 CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO

THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

IN WITNESS WHEREOF, this Stipulation of Settlement and Release is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: 1/12/2022

DocuSigned by:
Isac Martinez
347C986E8BE6492...
Plaintiff Isac Martinez

Dated: _____

Defendant Patrick J. Treacy d/b/a Treacy Villa

By: Patrick J. Treacy

1 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
2 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
3 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
4 THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR SHALL
5 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
6 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
7 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
8 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
9 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
10 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
11 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
12 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
13 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER
14 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
15 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY
16 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
17 ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
18 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
19 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
20 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

21 IN WITNESS WHEREOF, this Stipulation of Settlement and Release is executed by the Parties
22 and their duly authorized attorneys, as of the day and year herein set forth.

23 Dated: _____

Plaintiff Isac Martinez

24
25
26 Dated: 01-12-22

Patrick J. Treacy
Defendant Patrick J. Treacy d/b/a Treacy Villa

27
28 By: Patrick J. Treacy

1
2
3 Dated: January 12, 2022

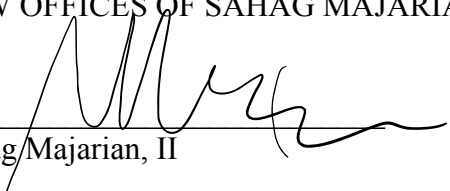
KOUL LAW FIRM

4
5 By: 
6 Nazo Koulloukian

7 Attorneys for Plaintiff and Class Members

8
9 Dated: January 12, 2022

LAW OFFICES OF SAHAG MAJARIAN II

10
11 By: 
12 Sahag Majarian, II

13 Attorneys for Plaintiff and Class Members

14
15 Dated: _____

LANDEGGER VERANO & DAVIS, ALC

16
17 By: _____
18 Marie D. Davis
19 Evelyn Zarraga

20 Attorneys for Defendants Patrick Treacy Inc. d/b/a Treacy
21 Villa
22
23
24
25
26
27
28

1
2
3 Dated: _____
4

KOUL LAW FIRM

5 By: _____
6 Nazo Koulloukian

7 Attorneys for Plaintiff and Class Members

8
9 Dated: _____

LAW OFFICES OF SAHAG MAJARIAN II

10 By: _____
11 Sahag Majarian, II

12 Attorneys for Plaintiff and Class Members

13
14
15 Dated: 1/13/22

LANDEGGER VERANO & DAVIS, ALC

16 

17 By: _____
18 Marie D. Davis
Evelyn Zarraga

19 Attorneys for Defendants Patrick J. Treacy d/b/a Treacy
20 Villa
21
22
23
24
25
26
27
28