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Attorneys for Plaintiff
IRVING CRUZ and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IRVING CRUZ, in his individual and
representative capacity,

Plaintiff,

v.

RJ & DJ VESTED, LLC. a California limited
liability company; DOTTIE BUTLER, an
individual; JOHN BUTLER, an individual;
RAMESH RAMANATHAN; an individual;
JOTHI NADARAJAH, an individual; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 20STCV45889

Assigned to: Judge Yvette M. Palazuelos

**AMENDED CLASS ACTION AND PAGA
ACTION STIPULATION AND
SETTLEMENT**

This Class Action and PAGA Action Stipulation and Settlement Agreement (the “Agreement” or “Settlement”) is entered into to resolve the following action: *Irving Cruz v. RJ & DJ Vested, LLC et al*, Los Angeles County Superior Court Case No. 20STCV45889.

Definitions:

1. Action. “Action” means *Irving Cruz v. RJ & DJ Vested, LLC et al*, Los Angeles County Superior Court Case No.: 20STCV45889.

2. Property. “Property” means the residential property located at 26325 Silver Spur Rd, Rolling Hills Estates, California.

3. Aggrieved Employees. “Aggrieved Employees” means individuals who provided labor services for a work of improvement on behalf of or at the direction of RJ & DJ Vested, LLC at the Property at any time during the period from November 30, 2019 through November 30, 2020.

4. Claims Period. “Claims Period” means the time period between the date that the Settlement Administrator distributes the Class Notice and Claim Form and the date by which all claims must be submitted to the Settlement Administrator for consideration, of which the duration shall be sixty (60) days. Any claim shall be timely and valid if submitted to the Settlement Administrator and postmarked on or before the sixty-first (61st) day after the Settlement Administrator distributes the Class Notice and Claims Form. All claims postmarked after that date shall be deemed untimely and not valid, other than as set forth herein.

5. Claim Form. “Claim Form” means the Class Action Claim Form attached as **Exhibit A** to this Agreement, or a substantially similar form approved by the Court.

6. Class Counsel. “Class Counsel” means Eric J. Hardeman, Esq. and Thomas D. Mauriello, Esq. of Fortis, LLP.

7. Class or Class Members. “Class” or “Class Members” means all individuals who provided labor services for a work of improvement at the Property on behalf of or at the direction of RJ & DJ Vested, LLC at any time during the period from October 1, 2019 through the date of preliminary approval.

8. Class Notice. “Class Notice” means the Notice of Class Action Settlement attached as **Exhibit B** to this Agreement, or a substantially similar notice approved by the Court.

1 9. Class Period. “Class Period” means the period beginning on October 1, 2019 and
2 extending through the Preliminary Approval Order date.

3 10. Class Settlement Payment. “Class Settlement Payment” means the individual settlement
4 payment paid to a Participating Class Member based on the Participating Class Member’s *pro rata* share
5 of the Net Settlement Amount.

6 11. Settling Defendant(s). “Settling Defendants” means RJ & DJ Vested, LLC, Ramesh
7 Ramanathan, and Jothi Nadarajah, collectively. RJ & DJ Vested, LLC, Ramesh Ramanathan, and Jothi
8 Nadarajah may also be referred to herein as “Settling Defendant” as context requires.

9 12. Effective Date. “Effective Date” of this Agreement means the date when all of the
10 conditions set forth in Sections 53 and 59 have occurred, which will be the Sixty-First (61st) day after
11 service of the Notice of Entry of Final Order and Judgment.

12 13. Final Hearing Date. “Final Hearing Date” means the date set by the Court for the hearing
13 on final approval of the class action settlement embodied in this Agreement.

14 14. Final Order. “Final Order” means the proposed order granting final approval of the
15 Parties’ settlement, in a form substantially similar to the Final Order attached as **Exhibit C** to this
16 Agreement.

17 15. Final Judgment. “Final Judgment” means the proposed judgment in a form substantially
18 similar to the Final Judgment attached as **Exhibit D** to this Agreement.

19 16. Gross Settlement Amount. “Gross Settlement Amount” means the total settlement
20 payment the Settling Defendants have agreed to make under this Agreement in the amount of \$192,000
21 (one hundred ninety two thousand USD).

22 17. LWDA Payment. “LWDA Payment” means the amount of \$3,750, which the Parties
23 have agreed to pay the California Labor Workforce and Development Agency (“LWDA”) out of the
24 Gross Settlement Amount in connection with settlement of the PAGA Claim.

25 18. Named Plaintiff. “Named Plaintiff” means Plaintiff Irving Cruz.

26 19. Net Settlement Amount. “Net Settlement Amount” means the settlement amount to be
27 distributed to Participating Class Members after payment of Class Counsel’s attorneys’ fees and costs,
28 any enhancement payments to Named Plaintiff, the PAGA Amount, and settlement administration costs.

1 20. PAGA Aggrieved Employee Payment. “PAGA Aggrieved Employee Payment” means
2 the amount of \$1,250, which the Parties have agreed to pay the Aggrieved Employees out of the Gross
3 Settlement Amount in connection with the settlement of the PAGA Claim.

4 21. PAGA Amount. “PAGA Amount” means the payment of \$5,000 to resolve the claim for
5 civil penalties under PAGA. The PAGA Amount is paid from the Gross Settlement Amount and is
6 comprised of the LWDA Payment and PAGA Aggrieved Employee Payment.

7 22. PAGA Claim. “PAGA Claim” means the claim for civil penalties under the California
8 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”)
9 alleged in the Action.

10 23. PAGA Period. “PAGA Period” means the period beginning on November 30, 2019 and
11 extending through November 30, 2020.

12 24. PAGA Settlement Payment. “PAGA Settlement Payment” means the individual
13 settlement payment paid to an Aggrieved Employee based on the Aggrieved Employee’s *pro rata* share
14 of the PAGA Aggrieved Employee Payment.

15 25. Parties. “Parties” means Named Plaintiff, individually and on behalf of all Class
16 Members, and Settling Defendants.

17 26. Participating Class Member. “Participating Class Member” means each Class Member
18 who has timely submitted a claim during the Claims Period by returning the Claim Form and the
19 information requested within the Claim Form to the Settlement Administrator.

20 27. Preliminary Approval Order. Preliminary Approval Order” means an order from the
21 Court preliminarily approving this Settlement. A copy of a proposed Preliminary Approval Order is
22 attached as **Exhibit E** to this Agreement.

23 28. The Butlers “The Butlers” means Defendants John Butler and Dottie Butler.

24 29. Released Parties. “Released Parties” means and includes the Settling Defendants and
25 their respective employees, agents, managers, partners, agents, attorneys, representatives, insurers, and
26 administrators. The Released Parties does not include the Butlers.

27 30. Settled Claims or Released Claims. “Settled Claims” or “Released Claims” means any
28 and all claims asserted against Settling Defendants and the Released Parties alleged in, or arising out of

facts asserted in, the operative First Amended Complaint in the Action that arose during the Class Period. Without limiting the foregoing, and in addition to the foregoing, the Settled Claims include claims for: failure to provide meal periods; failure to provide rest breaks; failure to pay for all hours worked, including minimum wage and overtime; failure to timely pay all wages owed; failure to pay all wages due upon separation; failure to provide wage statements; failure to reimburse for necessary business expenses; including alleged violations of Labor Code §§ 201-204, 210, 226, 226.7, 512, 1194, 1194.2, 1197.1 2802, the California Code of Regulations, Title 8, section 11000 *et seq*; the applicable California Wage Orders and California Business and Professions Code Section 17200 *et seq*..

31. The Released PAGA Claims. The “Released PAGA Claims” shall mean the PAGA Claims and all claims that could have been premised on facts contained in the notice that Plaintiff provided to the California LWDA dated November 30, 2020, a copy of which is attached as **Exhibit H** to this Agreement.

32. Settlement Administrator. “Settlement Administrator” shall mean ILYM Group, Inc., a neutral third-party administrator chosen by the Parties (www.ilymgroup.com), subject to approval by the Court. A copy of the Settlement Administrator’s current CV is attached as **Exhibit I** to this Agreement. The Settlement Administrator has data protection measures to ensure that all data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment. The Settlement Administrator also is adequately insured in the event of a data breach or defalcation of funds.

33. Settlement Hearing. “Settlement Hearing” means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

Recitals

34. On November 30, 2020, Named Plaintiff filed a class action complaint against the Settling Defendants and the Butlers. On February 17, 2021 Named Plaintiff filed a First Amended Complaint adding a PAGA claim in which he alleges: (1) Failure to Pay Straight or Overtime Wages in violation of Labor Code §§ 510, 1194, and 1197.1; (2) Failure to Pay Wages Upon Separation And Waiting Time Penalties in violation of Labor Code §§ 201, 202, and 203; (3) Failure To Pay Wages Earned Biweekly In Accordance in violation of Labor Code §§ 204 and 210; 4) Failure to Provide Meal

1 Breaks in violation of Labor Code §§ 226.7 and 512; 5) Failure to Provide Rest Breaks in violation of
2 Labor Code § 226.7; (6) Failure to Reimburse Necessary Expenses in Violation of Labor Code § 2802;
3 (7) Failure to Furnish Wage Statements in Violation of Labor Code § 226(a); (8) Violations of Business
4 & Professions Code § 17200, *et seq.*; and (9) PAGA.

5 35. Settling Defendants deny that they engaged in any misconduct in connection with the
6 wage-and-hour practices associated with the Class Members. Settling Defendants further deny that they
7 have any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action.
8 Settling Defendants contend that they have complied with both federal and state wage-and-hour laws,
9 and all other laws regulating its relationship with the Class Members, including Named Plaintiff.

10 36. The Parties have agreed to a settlement of the Action, subject to Court approval. The
11 Parties further agreed to enter into this Agreement to memorialize their settlement of the Action.

12 37. Class Counsel has investigated the facts relating to the Action. Class Counsel are of the
13 opinion that the settlement documented by this Agreement is fair, reasonable, and adequate, and in the
14 best interest of the Class in light of all known facts and circumstances. In addition, Class Counsel has
15 determined that a recovery against The Butlers is unlikely given The Butlers' prior no-asset bankruptcy
16 petition. While Settling Defendants specifically deny any liability in the Action, Settling Defendants
17 have agreed to enter into this Settlement to avoid the costs associated with defending the Action.

18 **Terms And Conditions**

19 38. NOW, THEREFORE, in consideration of the recitals listed above and the promises and
20 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the
21 consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of the Class
22 Members, and Settling Defendants agree that the Action shall be and are finally and fully compromised
23 and settled on the following terms and conditions:

24 39. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute
25 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
26 entering into this Agreement, Settling Defendants do not admit, and specifically deny, that they have
27 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to
28 any statute or any other applicable laws, regulations or legal requirements; breached any contract;

1 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other
2 unlawful conduct with respect to the Class. Neither this Agreement, nor any of its terms or provisions,
3 nor any of the negotiations connected with it, shall be construed as an admission or concession by
4 Settling Defendants of any such violations or failures to comply with any applicable law. Except as
5 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
6 provisions shall not be offered or received as evidence in any action or proceeding to establish any
7 liability or admission on the part of Settling Defendants or to establish the existence of any condition
8 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

9 40. Conditional Nature Of Class Settlement. For settlement purposes *only*, the Parties agree
10 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section
11 382, and (b) the Action may proceed as a PAGA representative action.

12 a. The Parties intend their settlement to be contingent upon the preliminary and final
13 approval of each and every term of this Agreement, without material modification. If the Court does
14 not so approve this Agreement, the Parties intend this Agreement to become null and void, and
15 unenforceable, in which event the settlement terms set forth in this Agreement, including any
16 modifications made with the consent of the Parties, and any action taken or to be taken in connection
17 with this Agreement shall be terminated and shall become null and void and have no further force or
18 effect, and the class certified pursuant to this Agreement will be decertified for all purposes.

19 b. In the event that the Court does not grant preliminary or final approval of the Parties'
20 settlement, or in the event that this Agreement shall terminate or the settlement embodied in this
21 Agreement does not become effective for any reason, the Agreement and all negotiations, court orders
22 and proceedings relating the Agreement shall be without prejudice to the rights of Named Plaintiff, Class
23 Members and Settling Defendants, each of whom shall be restored to their respective positions existing
24 prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations
25 shall not be discoverable or admissible in the Action or any other litigation. Settling Defendants do not
26 waive, and instead expressly reserve, their rights to challenge the propriety of class certification for any
27 purpose should the Court not grant preliminary or final approval of the Parties' settlement.

28 c. If the Court grants the Preliminary Approval Order, but does not grant final approval of

1 the Settlement, then the Preliminary Approval Order will be vacated in its entirety. In addition, if the
2 Court does not grant final approval of the Settlement, neither this Agreement, the Preliminary Approval
3 Order, nor any other document in any way relating to the foregoing, shall be relied upon, referred to, or
4 used in any way for class certification proceedings or representative action proceedings in the Action or
5 any other action. Settling Defendants do not waive, and instead expressly reserve, their rights to
6 challenge the propriety of class certification for any purpose should the Court not grant final approval
7 of the Settlement.

8 41. Participating Class Member Release Of Claims. As of the occurrence of the date on
9 which the Settling Defendants fully fund the Settlement Amount, Named Plaintiff and all Participating
10 Class Members do and shall be deemed to have fully, finally, and forever released, settled, compromised,
11 relinquished and discharged any and all of the Released Parties of and from any and all Settled Claims.

12 a. This release by Named Plaintiff and each Participating Class Member is intended to settle
13 any and all of the Settled Claims that any of them may have against the Released Parties during the Class
14 Period.

15 b. The Parties agree for settlement purposes only that, because the Class Members are
16 numerous and the majority of the Class Members either do not speak English or English is a second
17 language for the Class Members, it is impossible or impracticable to have each Class Member execute
18 this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of
19 the release and such notice will have the same force and effect as if the Agreement were executed by
20 each Class Member.

21 c. Named Plaintiff and Class Counsel represent, covenant, and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to
23 any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released
24 and discharged by this Agreement, except as set forth in this Agreement.

25 42. Aggrieved Employees Release of PAGA Claim: In exchange for the PAGA Amount
26 recited in this Agreement, Named Plaintiff, as the representative for the State of California and all
27 Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators,
28 attorneys, agents, and assigns, will forever completely release and discharge the Released Parties from

the PAGA Claim. The release of the PAGA Claim shall be effective even if Class Members request exclusion from the Class. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Final Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for the PAGA Claim.

43. Full Release By Named Plaintiff. As of the occurrence of the Effective Date, Named Plaintiff fully releases and discharges Settling Defendants and the other Released Parties from the Released Claims and any other claims that Named Plaintiff ever had against the Released Parties through the date of execution of the Agreement.

44. Dismissal of the Butlers Without Prejudice. At the occurrence of the Effective Date, the Butlers shall be dismissed from this action without prejudice.

45. Settlement Payments And Calculation Of Claims. The following table summarizes the allocation of the Gross Settlement Amount:

Gross Non-Reversionary Settlement Amount of \$192,000 Is Broken Down

As Follows:

- **\$130,000** paid to Class Members on a *pro rata* basis calculated by, according to their respective hourly rates, the amount unpaid in straight hours, total hours of ungiven rest and meal breaks, and total overtime hours
- **\$5,000** for the PAGA Amount, consisting of:
 - a. **\$3,750** for the LWDA Payment
 - b. **\$1,250** for the PAGA Aggrieved Employee Payment.
- Class Counsel Attorneys' Fees and costs not to exceed **\$49,000**
- Up to **\$3,000** for Enhancements for Named Plaintiff.
- Settlement Administration Costs, not to exceed **\$5,000**

46. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Settling Defendants agree to pay the non-reversionary Gross Settlement amount of \$192,000. The Gross Settlement Amount

includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel's attorneys' fees and costs, any enhancement payments to Named Plaintiff, PAGA Amount, settlement administration fees and costs, and the employees' share of the payroll taxes. The employer's share of payroll taxes shall be paid by Settling Defendants. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Fees/Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of attorneys' fees and costs of approximately 25.5% of the Gross Settlement Amount, which equals \$49,000. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Section 46(a). Settling Defendants will not oppose such application for attorneys' fees and costs pursuant to this Section 46(a). Except as provided in this Section 46(a), each party will bear his, her, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Failure of the Court to award the requested attorneys' fees and costs is not a ground to void the Agreement.

b. Settlement Administrator Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of settlement administration costs not to exceed the amount of \$5,000. These costs are included in, and shall come from, the Gross Settlement Amount.

c. Enhancements: At the final approval hearing, Class Counsel will apply to the Court for an award of \$3,000 to be paid to Named Plaintiff as an enhancement award for his services and for assuming the risks associated with this litigation, and as consideration for providing a general release. Settling Defendants will not oppose such application. The enhancement award is included in, and shall come from, the Gross Settlement Amount. The enhancement award payable to Named Plaintiff shall be in addition to any payment they may receive pursuant to Section 46(e), below.

d. PAGA Payment: At the final approval hearing, Class Counsel will apply to the Court for approval of the PAGA Amount of \$5,000 for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(1)(2). The Parties agree that 75% of the PAGA Amount (\$3,750) will be paid to the LWDA as the LWDA Payment, and the remaining 25% (\$1,250) of civil penalties will be allocated to the Aggrieved

Employees as the PAGA Aggrieved Employee Payment. The PAGA Aggrieved Employee Payment allocated to Aggrieved Employees will be paid using the same formula as set forth in Section 46(e), but will be limited to the PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Section 46(d) and, therefore, will (i) receive their portion of the PAGA Aggrieved Employee Payment; and (ii) be bound by the release provision of Sections 42 of this Agreement.

e. Class Member Payments of Net Settlement Amount: After deducting the approved amounts specified in Sections 46(a)-(d) above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount, which is the Net Settlement Amount. Class Settlement Payments will be awarded from the Net Settlement Amount based on the total amount owed to each Participating Class Member in unpaid straight hours, plus each Participating Class Member's hourly rate multiplied by each Participating Class Member's total amount of estimated work days in which rest breaks due to the Participating Class Member were not given according to hours worked per pay period during the Class Period, plus each Participating Class Member's hourly rate by each Class Member's total amount of estimated work days in which meal breaks due to the Participating Class Member were not given according to hours worked per pay period during the Class Period¹, plus each member's hourly rate multiplied by half the overtime hours applicable to each Participating Class Member during the Class Period. That resulting sum shall then be divided by the total amount owed in unpaid straight hours of all Participating Class Members, plus the average hourly rate of all Participating Class Members by the total amount of estimated days in which unpaid rest breaks were not given for all Participating Class Members, plus the average hourly rate of all Participating Class Members by the total amount of estimated days in which unpaid rest breaks were not given for all Participating Class Members, plus the average hourly rate of all Participating Class Members multiplied by half of the total amount of overtime hours of all Participating Class Members. The resulting quotient of the division of those two amounts shall then be multiplied by the Net Settlement Amount to determine each Participating Class Member's

¹ Estimated days of rest breaks and meal breaks are determined as follows: If the employee worked more than 24 hours in a week, four missed days of rest breaks are estimated (at least one missed break on four different days) and three missed meal breaks are estimated. If an employee worked 16 to 24 hours in a week, two missed days of rest breaks and one missed days of meal breaks are estimated. If the employee worked between 8 and 16 hours in a week, one missed rest break is estimated and one missed meal break is estimated.

share of the New Settlement Amount.

Example:

Participating Class Member A was paid at a rate of \$15 per hour for work at the Property during the Class Period. Participating Class Member has not been paid \$1,500 in straight hours, there are 30 days in which Participating Class member was not given rest breaks due to the Participating Class Member during the Class Period, there are 20 days in which Participating Class member was not given meal breaks due to Participating Class member during the Class Period, and Participating Class Member has 50 hours of unpaid overtime. Participating Class Member A's \$1,500 in unpaid straight hours is added to \$450 in Labor Code Section 226.7(b) rest break premiums (\$15 x 30 days of ungiven rest breaks), \$300 in Labor Code Section 226.7(b) meal break premiums (\$15 x 20 days of ungiven meal breaks, and \$375 in unpaid overtime (\$15 x [50 ÷ 2] overtime hours), for a total of \$2,625. The Participating Class Members were paid at an average hourly rate of \$20 during the Class Period, and there was a total of \$80,000 in unpaid straight hours (\$80,000), 450 collective days of Labor Code Section 226.7(b) rest break premiums (\$9,000), 300 collective days of Labor Code Section 226.7(b) days of meal break premiums (\$6,000), and 3,000 overtime hours (\$30,000), for a total of \$125,000. Class Member A's is entitled to a Class Settlement Payment that is 2.1% of the Net Settlement Amount (i.e., the class member's \$2,625 in unpaid straight hours, unpaid rest and meal break hours, and overtime hours ÷ the \$125,000 total in unpaid straight hours, total hours of ungiven rest and meal breaks, and total overtime). The Class Notice will include 1) each Class Member's hourly rate for work performed at the Property during the Class Period; 2) the amount owed to each Class Member in straight hours during the Class Period; 3) the amount of estimated days of ungiven rest breaks due to each class member during the Class Period; 4) the amount of estimated days of ungiven meal breaks due to each member during the Class Period; 5) the amount of the Class Member's overtime hours during the class period; and 6) the amount the Class Member is estimated to receive under the terms of the Settlement.

f. Class Settlement Payments shall be distributed only to Participating Class Members. PAGA Settlement Payments will be distributed to all Aggrieved Employees. The Class Settlement

1 Payments allocated to Class Members who opt out of the Settlement will be distributed to Participating
2 Class Members on a *pro rata* basis based on the formula set forth in Section 46(e).

3 g. The Parties agree that, under no circumstances shall Settling Defendants be obligated to
4 pay any amount under this Agreement to any Class Member other than Participating Class Members,
5 with the exception of the PAGA Settlement Payments. In addition, the Parties agree that under no
6 circumstances shall Settling Defendants be obligated to pay more than the Gross Settlement Amount in
7 full settlement of the Action, except for the employer's share of payroll taxes, which Settling Defendants
8 will pay separately. The Parties further agree that no amount of the Gross Settlement Amount shall
9 revert to Settling Defendants.

10 47. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class
11 Members, Aggrieved Employees, and Named Plaintiff, will be paid in a net amount after applicable state
12 and federal tax withholdings, including payroll taxes, have been deducted.

13 a. The Class Settlement Payment shall be reported as follows: 100% wages subject to W-
14 2.

15 b. The PAGA Settlement Payments will be considered penalties and will be reported on an
16 IRS Form 1099.

17 c. Prior to mailing Class Settlement Payments to Participating Class Members, the
18 Settlement Administrator will calculate, withhold from the Class Settlement Payment, and remit to
19 applicable governmental agencies sufficient amounts as may be owed by Participating Class Members
20 for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue
21 appropriate tax forms to each Participating Class Member consistent with the foregoing breakdown. The
22 Parties understand that Named Plaintiff and Participating Class Members who receive a Class Settlement
23 Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations associated
24 with such receipt.

25 d. The Parties stipulate that the Net Settlement Amount will qualify as a settlement fund
26 pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended,
27 and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator
28 is hereby designated as the "Administrator" of the qualified settlement funds for purposes of Section

1 1.468B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Net
2 Settlement Amount and any tax-related expenses arising from any income tax return or other reporting
3 document that may be required by the Internal Revenue Service or any state or local taxing body will be
4 paid from the Net Settlement Amount.

5 e. All Parties represent and acknowledge that nothing in this Agreement constitutes tax
6 advice regarding the tax treatment of payments under federal, state, or local law.

7 48. Notice Procedure. Within 15 calendar days after entry of the Preliminary Approval
8 Order, Class Counsel will provide to the Settlement Administrator a list of Class Members that identifies
9 Class Member's name, last known address, hourly rate worked at the Property, total amount owed in
10 unpaid straight hours, total amount of estimated days of ungiven rest breaks, due to each Class Member,
11 total amount of estimated days of ungiven meal breaks due to each Class Member, and total amount of
12 overtime during the Class Period and PAGA Period (the "Class List"). Class Counsel agrees to provide
13 the Class List in a format reasonably acceptable to the Settlement Administrator. The Settlement
14 Administrator will use the list only for the purposes described in this Agreement.

15 a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based
16 upon the National Change of Address Database to update and correct any known or identifiable address
17 changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing
18 address for each Class Member. Within 15 calendar days after receipt of the Class List from Class
19 Counsel, the Settlement Administrator will send the Class Notice and Claim Form, in English and in a
20 Spanish translation, to each Class Member via First Class U.S. Mail.

21 b. The Settlement Administrator will re-mail any notice packet returned by the United
22 States Postal Service with a forwarding address on or before the expiration of the Claims Period. It shall
23 be conclusively presumed that those Class Members whose re-mailed Class Notice and Claim Form is
24 not returned to the Settlement Administrator as undeliverable within 15 calendar days after re-mailing,
25 received the Class Notice and Claim Form. Class Members who receive a re-mailed Class Notice and
26 Claim Form shall have their Claims Period extended 15 calendar days.

27 c. The Settlement Administrator will use the appropriate skip tracing and National Change
28 of Address searches to increase the likelihood of delivery of the Class Notice and Claim Form to Class

Members, and to re-mail the notice packets returned by the post office without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Class Notice and Claim Form was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

49. Claims. In order to receive their share of the Net Settlement Amount, each Participating Class Member must submit a claim by returning the Claim Form within sixty (60) days after the Settlement Administrator Mails the Class Notice and Claim Form.

50. Challenge Procedure. The Class Notice will include a procedure by which a Class Member may challenge:

- 1) Each Class Member's hourly rate for work performed at the Property during the Class Period;
- 2) the amount owed to each Class Member in straight hours during the Class Period;
- 3) the amount of the Class Member's ungiven meal and break hours during the Class Period;
- and/or
- 4) the amount of the Class Member's overtime hours during the class period;

by submitting a written challenge sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Claims Period. A Dispute Form is attached as **Exhibit F**. A Class Member challenging any or all of the foregoing amounts must also submit documentary evidence sufficient to prove that the calculation of the shifts for the Class Member is incorrect. Upon receipt of notice of any such dispute, the Settlement Administrator shall promptly serve Class Counsel and Settling Defendants' counsel with a copy of the notice of dispute and any accompanying papers. No such notice of dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Class Counsel or Settling Defendants shall have the right to respond to the challenge by any Class Member. All information and documents relating to any such disputes will be provided to Class Counsel. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the Final Hearing

1 Date so long as the Participating Class Member submits an objection to the Settlement Administrator's
2 determination at or before the Final Hearing Date

3 a. Within 21 calendar days after the close of the Claims Period, the Settlement
4 Administrator will provide Class Counsel and Settling Defendants' counsel with a report listing the
5 amount of all Class Settlement Payments and PAGA Settlement Payments to be made to Participating
6 Class Members and Aggrieved Employees. The report to Class Counsel and Settling Defendants'
7 counsel will not include the names or contact information of Participating Class Members and Aggrieved
8 Employees. After receiving the Settlement Administrator's report, Class Counsel and Settling
9 Defendants' counsel shall review the same to determine if the calculation of payments to Participating
10 Class Members and Aggrieved Employees is consistent with this Settlement Agreement.

11 51. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in this
12 Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including
13 the release provisions. A Class Member will not be entitled to opt out of the settlement established by
14 this Agreement unless the Class Member does all of the following: (i) makes a written request
15 expressing the Class Member's desire to be excluded (or opt out) of the Settlement; (ii) signs the opt-
16 out request (An Opt-Out form is attached as **Exhibit G**); and (iii) returns the opt-out request so that it is
17 postmarked on or before the expiration of the Claims Period.

18 a. Upon receipt of any opt-out request within the Claims Period, the Settlement
19 Administrator shall review the request to confirm that the request complies with the opt-out requirements
20 of this Agreement.

21 b. Any Class Member who fails to submit a timely, complete and valid request to opt out of
22 the settlement will be barred from opting out of this Agreement or the settlement, unless otherwise
23 ordered by the Court. The Settlement Administrator will not review or consider any opt-out request
24 postmarked after the end of the Claims Period, but will report its receipt of any such requests to Class
25 Counsel and counsel for Settling Defendants. It shall be presumed that, if an opt-out request is not
26 postmarked on or before the end of the Claims Period, the Class Member did not make the request in a
27 timely manner, unless the Class Member's Claims Period was extended pursuant to Section 49(d) above.
28 A declaration submitted by any Class Member attesting to the mailing of an opt-out request on or before

the expiration of the Claims Period in and of itself shall be insufficient to overcome the conclusive presumption that the opt-out request was not postmarked on or before the expiration of the Claims Period. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without Settling Defendants' written consent, except for the 15-day extension of a Class Member's Claims Period due to a re-mailed Class Notice, as set forth in Section 49(b) above.

c. If 30% or more of the Class Members timely opt out of the settlement, Settling Defendants will have the sole and absolute discretion to withdraw from this Agreement within 15 business days after expiration of the Claims Period by providing written notice of such withdrawal to Class Counsel. In the event that Settling Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If Settling Defendants choose to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Settling Defendants will be jointly responsible for the Settlement Administrator's fees and costs.

52. Objections To Settlement. Any Class Member may object to the settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Settling Defendants) by the close of the Claims Period. Class Counsel will ensure that any written objections are filed with the Court concurrently with the final approval documents. Class Members may also appear at the final fairness hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear. If a Class Member does not submit a written objection or appear in person to object, either personally or through counsel, such objection shall be deemed waived, unless otherwise ordered by the Court.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to the Action; and (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the

1 Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally
2 authorized representative.

3 b. Class Counsel or Settling Defendants' counsel may, before the final approval hearing,
4 file responses to any written objections submitted to the Court.

5 c. Unless they opt out of the Settlement as specified in Section 52, Class Members who
6 object to the proposed settlement or the Agreement will remain Participating Class Members, and shall
7 be deemed to have voluntarily waived their right to pursue an independent remedy against Settling
8 Defendants and the other Released Parties. To the extent any Participating Class Member objects to the
9 proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals
10 will be bound by the Court's Final Order.

11 d. In the event that any person objects to or opposes this proposed settlement or the
12 Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will
13 use their best efforts to defend the Settlement.

14 53. Funding And Distribution Of Settlement. Within 21 calendar days of the close of the
15 Claims Period, the Settlement Administrator will provide written notice to Class Counsel and Settling
16 Defendants' counsel of the number of Participating Class Members, the total amount payable to all
17 Participating Class Members, individually and collectively, the PAGA Aggrieved Employee Payment,
18 individually and collectively, the LWDA Payment, attorneys' fees, costs, the enhancement awards, and
19 the costs of settlement administration. The Gross Settlement Amount shall be paid in a single lump sum
20 to the Settlement Administrator within five business days of the Effective Date. The delivery by the
21 Settling Defendants of the Gross Settlement Amount to the Settlement Administrator will constitute full
22 and complete discharge of the entire obligation of Settling Defendants under this Agreement. No
23 Released Party will have any further obligation or liability to Named Plaintiff, Participating Class
24 Members, Aggrieved Employees, or Class Counsel under this Agreement, regardless of whether Named
25 Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel receive the payments
26 set forth in this Agreement.

27 a. The distribution of Class Settlement Payments to Participating Class Members and
28 PAGA Settlement Payments to Aggrieved Employees will occur no later than 15 calendar days after

1 receipt of the Gross Settlement Amount by the Settlement Administrator. The Settlement Administrator
2 shall be deemed to have timely distributed Class Settlement Payments and PAGA Settlement Payments
3 if it places in the mail Class Settlement Payments for all Participating Class Members and PAGA
4 Settlement Payments for all Aggrieved Employees within 15 calendar days after receipt of the Gross
5 Settlement Amount from the Settling Defendants.

6 b. No person will have any claim against the Settlement Administrator, Settling Defendants,
7 Class Counsel, Settling Defendants' counsel, or any other agent designated by Named Plaintiff or Class
8 Counsel based upon the distribution of Class Settlement Payments and PAGA Settlement Payments
9 made substantially in accordance with this Agreement or further orders of the Court.

10 c. The distribution of the LWDA Payment and the enhancement awards shall occur no later
11 than 15 calendar days after the Settlement Administrator receives the Gross Settlement Amount from
12 the Settling Defendants.

13 d. The distribution of Class Counsel's attorneys' fees, Class Counsel's costs and Settlement
14 Administrator Costs shall occur no later than 15 calendar days after the Settlement Administrator
15 receives the Gross Settlement Amount from the Settling Defendants.

16 e. If a Participating Class Member's or Aggrieved Employee's check is returned to the
17 Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the
18 Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood
19 and agreed that the checks for the Class Settlement Payments and PAGA Settlement Payments will
20 become void and no longer available if not cashed within 150 days after mailing. The Settlement
21 Administrator shall report to the Court the total amount that was actually paid to all Participating Class
22 Members and Aggrieved Employees. After the report is received, pursuant to Code of Civil Procedure
23 § 384(b), the Plaintiffs shall request the Court to amend the Final Judgment to direct the Settlement
24 Administrator to pay the sum of the unpaid residue or unclaimed class member funds, plus any accrued
25 interest to the following charity: Employment Legal Aid Foundation of Los Angeles, a nonprofit
26 organization that assists low income workers to vindicate their rights under wage and hour and
27 employment laws.

28 f. Settling Defendants will not be obligated to make any payments contemplated by this

Agreement, except as specified in Section 50(c), if applicable, unless and until the Court enters the Final Order and Final Judgment, and after the Effective Date of the Agreement.

54. Binding Effect Of Agreement On Class Members. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Participating Class Members will be bound by this Agreement.

55. Binding Effect Of Agreement On Aggrieved Employees and State of California. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Final Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for civil penalties under Labor Code § 558 and Labor Code §§ 2698 *et seq.* for the Released Claims.

56. Provisional Approval Of Settlement. Upon execution of this Agreement, Named Plaintiff will promptly file a motion in the Action requesting that the Court enter the Preliminary Approval Order, in the form substantially similar to that attached as **Exhibit E** to this Agreement. Settling Defendants will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Notwithstanding the foregoing, Settling Defendants may, without opposing the preliminary approval motion, advise the Court if Settling Defendants disagree with any of the factual statements included by Named Plaintiff in the motion and supporting papers. Settling Defendants' counsel will meet and confer with Class Counsel regarding any factual statements it disputes before notifying the Court of any disputes.

57. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not seek to solicit or otherwise encourage Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.

58. Final Order and Judgment. Named Plaintiff will request, and Settling Defendants will concur in the request, that the Court enter, after the Settlement Hearing finally approving this Agreement, a Final Order and Final Judgment in the form substantially similar to those attached as **Exhibits C and D** to this Agreement. Named Plaintiff will request that the Final Order certify the Participating Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; and require the Parties to carry out the provisions of this Agreement.

59. Effective Date Of Agreement. The "Effective Date" of this Agreement will be the later

1 of (i) if no objection to the Settlement is made by a Class Member, then the date that the Court enters
2 the Final Judgment; (ii) the 61st day after service of notice of entry of the Final Order and Final Judgment,
3 if no appeal, review, or writ has been filed but an objection to the Settlement is made by a Class Member;
4 or (iii) if an appeal, review, or writ is timely sought from the Final Order or Final Judgment, the day
5 after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or
6 denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The
7 Effective Date is conditioned upon the Court's having entered a Final Order and Final Judgment
8 **(Exhibits C and D)**. The Settlement Administrator will post the Notice of the Final Judgment
9 immediately upon entry on the Settlement Administrator's website under the provisions of Cal. Rules
10 of Court, rule 3.771(b) and it shall remain posted through the Effective Date which will be the 61st day
11 after service of the Notice of Entry of Final Order and Judgment pursuant to Stipulation and Settlement
12 Agreement.

13 60. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
14 settlement set forth in this Agreement does not become final, the settlement will be null and void and
15 the orders and judgment, to be entered pursuant to this Agreement shall be vacated, and the Parties will
16 be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties
17 had never entered into this Agreement, and the class certified pursuant to this Agreement will be
18 decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders
19 and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties
20 to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible
21 or discoverable in the Action or otherwise.

22 61. No Double Recovery. No person who has already released, assigned, or otherwise
23 forfeited the claims asserted in the Action will be considered a Class Member or entitled to recover
24 under this Agreement.

25 62. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
26 material changes to the material terms or conditions of Sections 1 through 61 of this Agreement that are
27 not agreed to by the Settling Defendants, Settling Defendants shall have the right to terminate this
28 Agreement, in which case Settling Defendants would not be obligated to make any payments to any

1 Class Member, to Class Counsel, or to Named Plaintiff.

2 63. Modification In Writing. This Agreement may be altered, amended, modified or waived,
3 in whole or in part, only in a writing signed by Class Counsel and Settling Defendants' counsel. This
4 Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

5 64. Ongoing Cooperation. Named Plaintiff and Settling Defendants will execute all
6 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The
7 executing of documents must take place prior to the Final Hearing Date. In the event the Parties are
8 unable to reach agreement on the form or content of any document needed to implement the Settlement,
9 or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the
10 Parties agree to seek the assistance of the Court.

11 65. Notices. All notices, requests, demands and other communications required or permitted
12 to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first
13 class mail to the Settlement Administrator approved by the Court and the undersigned persons at their
14 respective addresses as set forth below:

15 **Class Counsel**

16 Eric J. Hardeman

17 Thomas Mauriello

18 650 Town Center Drive, Suite 1530

19 Costa Mesa, California 92626

20 Telephone: (714) 839-3800

21 **Counsel For Settling Defendants**

22 Joanne Leighton

23 Artiano & Associates, APC

24 3828 Carson Street, Suite 102

25 Torrance, CA 90503

26
27
28 66. Binding on Successors. This Agreement shall be binding and shall inure to the benefit
of the Parties and their respective successors, assigns, executors, administrators, heirs and legal

1 representatives.

2 67. Entire Agreement. This Agreement constitutes the full, complete and entire
3 understanding, agreement and arrangement between Named Plaintiff and the Class Members, on the one
4 hand, and Settling Defendants, on the other hand, with respect to the settlement of the Action and the
5 Settled Claims against the Released Parties. This Agreement supersedes any and all prior oral or written
6 understandings, agreements (including, for example, the Class and PAGA Action Stipulation and
7 Settlement Agreement entered into on or about August 2020) and arrangements between the Parties with
8 respect to the settlement of the Action and the Settled Claims against the Released Parties. Except those
9 set forth expressly in this Agreement, there are no other agreements, covenants, promises,
10 representations or arrangements between the Parties with respect to the settlement of the Action and the
11 Settled Claims against the Released Parties. The Parties explicitly recognize California Civil Code
12 Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written
13 agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic
14 evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or
15 contradict the terms of this Agreement.

16 68. Execution In Counterparts. This Agreement may be signed in one or more counterparts.
17 All executed copies of this Agreement, and photocopies thereof (including facsimile and e-mail copies
18 of the signature pages in Portable Document Format), shall have the same force and effect and shall be
19 as legally binding and enforceable as the original.

20 69. Captions. The captions and section numbers in this Agreement are inserted for the
21 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
22 provisions of this Agreement.

23 70. Governing Law. This Agreement shall be interpreted, construed, enforced, and
24 administered in accordance with the laws of the State of California, without regard to conflict of law
25 rules.

26 71. Reservation Of Jurisdiction. Notwithstanding the entry of Final Judgment, the Court
27 shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

28 72. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

73. Severability. The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Agreement shall be considered severable, except for the release provisions of Sections 30, 41 and 42 of this Agreement. If a court of competent jurisdiction finds the release provisions of Sections 30, 41 or 42 of this Agreement to be unenforceable or invalid, then this Agreement shall become voidable and all payments made pursuant to this Agreement shall be returned to Settling Defendants. If a court of competent jurisdiction finds any provision other than the release provisions of Sections 30, 41, or 42, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

74. Representation and Warranties. Class Counsel, Named Plaintiff, and the Class jointly and severally represent and warrant to Settling Defendants that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the contemplated Settlement. To the extent those representations are false or other attorneys do have claims for fees arising out of the Action or this Settlement, Class Counsel and the Class jointly and severally agree to fully indemnify Settling Defendants for any damages it incurs as a result of those claims, including, but not limited to, all attorneys' fees and costs.

75. Authorization to Act. With respect to themselves, each of the Parties to this Agreement and their agents or counsel represents, covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement; and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the party for whom they have executed this Agreement, and the full right, power and authority to execute any and all necessary

1 instruments in connection with this Agreement, and to fully bind such party to the terms and obligations
2 of this Agreement.

3 76. Representation By Counsel. The Parties acknowledge that they have been represented
4 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
5 Agreement has been executed with the consent and advice of counsel. Further, Named Plaintiff and
6 Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the
7 Court of the Final Order and Final Judgment, the Settlement Administrator may distribute funds to
8 Participating Class Members, Aggrieved Employees, Class Counsel, and Named Plaintiff as provided
9 by this Agreement.

10 77. Authorization By Named Plaintiff. Named Plaintiff authorizes Class Counsel to sign this
11 Agreement and further agree not to request to be excluded from the Class and not to object to any terms
12 of this Agreement. Any such request by Named Plaintiff for exclusion or objection shall therefore be
13 void and of no force or effect.

14 78. Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or
15 Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee,
16 may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties
17 or the Net Settlement Amount except as expressly provided in this Agreement.

18 79. No Reliance on Representations. The Parties have made such investigations of the facts
19 and the law pertaining to the matters described in this Agreement as they deem necessary, and have not
20 relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the
21 other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their
22 rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or
23 with respect to any such matters. No representations, warranties, or inducements have been made to any
24 party concerning this Agreement.

25 80. No Collateral Attack. This Agreement shall not be subject to collateral attack by any
26 Class Member or any recipient of the Class Notice after the Final Order and Final Judgment. Such
27 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for
28 any reason to receive timely notice of the procedure for disputing the calculation of the Class Settlement

1 Payment or PAGA Settlement Payment, or for opting out of the Settlement.

2
3 Dated: November 17, 2022

Plaintiff Irving Cruz

4
5
6 
Irving Cruz

7
8 Dated: November __, 2022

RJ & DJ Vested, LLC

9
10
11 By: _____
Ramesh Ramanathan
12 Its: Managing Member

13
14 Dated: November __, 2022

Ramesh Ramanathan

15
16
17 _____
18 Ramesh Ramanathan

19
20 Dated: November __, 2022

Jothi Nadarajah

21
22
23 _____
Jothi Nadarajah

1 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for
2 any reason to receive timely notice of the procedure for disputing the calculation of the Class Settlement
3 Payment or PAGA Settlement Payment, or for opting out of the Settlement.
4

5 Dated: November __, 2022

Plaintiff Irving Cruz

6
7
8 _____
Irving Cruz
9

10 Dated: November 17, 2022

RJ & DJ Vested, LLC

11
12
13 By: *R. Ramanathan*
R. Ramanathan (Nov 17, 2022 13:50 EST)
14 Ramesh Ramanathan
Its: Managing Member
15

16 Dated: November 17, 2022

Ramesh Ramanathan

17
18
19 *R. Ramanathan*
R. Ramanathan (Nov 17, 2022 13:50 EST)
20 Ramesh Ramanathan
21

22 Dated: November Ok, 2022

Jothi Nadarajah

23
24 *Jothi Nadarajah*
Jothi Nadarajah (Nov 18, 2022 22:23 EST)
25 Jothi Nadarajah
26
27
28

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: November 17, 2022

Fortis LLP

4
5 By: 
6 Eric J. Hardeman
7 Attorney for Irving Cruz

8 Dated: November 21, 2022

Artiano & Associates, APC

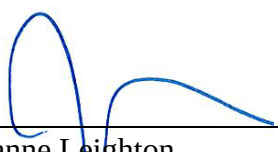
9
10 By: 
11 Joanne Leighton
12 Attorney for Defendants RJ & DJ Vested, LLC,
13 Ramesh Ramanathan, and Jothi Nadarajah
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Exhibit “A”

CLASS ACTION CLAIM FORM

YOU MUST COMPLETE, SIGN AND MAIL OR EMAIL THIS CLAIM FORM ON OR BEFORE _____, 2023 TO THE SETTLEMENT ADMINISTRATOR NAMED BELOW, ALONG WITH THE ENCLOSED IRS FORM W-9 AND W-2 IN ORDER TO RECEIVE YOUR SHARE FROM THE SETTLEMENT OF *Irving Cruz v. RJ & DJ Vested, LLC et al.* Case No. 20STCV45889

MAIL TO:

ILYM Group, Inc.
Address [TBD]
Phone: [TBD]
E-mail: [TBD]
Fax: [TBD]

Failure to Complete All Sections Or Failure to Submit This Claim Form and accompanying IRS Forms Before _____ Will Result in Denial of Your Claim. Please Print Clearly. Note: You will be taxed on any Settlement payment monies you are paid and will receive applicable IRS Tax Forms.

SECTION A: CLAIMANT INFORMATION

Names (First, Last): _____

Street Address: _____

City, State, Zip Code: _____

Telephone number: _____

Email: _____

Social Security Number or Individual Tax Identification Number:

Note: If you do not have a social security number, you may apply for an individual tax identification number ("ITIN") with the IRS via IRS Form W-7. Information regarding the IRS W-7 and applying for an ITIN can be found here: <https://www.irs.gov/individuals/individual-taxpayer-identification-number>

SECTION B: WORK HISTORY

Based on Plaintiff's and Settling Defendants' records:

1. Your hourly rate for labor at the Property was \$ [REDACTED] during the Claims Period;
2. You were not paid \$ [REDACTED] in straight hours during the Class Period;
3. You had [REDACTED] estimated hours of overtime during the Class Period.
4. You had [REDACTED] estimated work days in which rest breaks due to you were not given.
5. You had [REDACTED] estimated work days in which meal breaks due to you were not given.

BY SIGNING AND RETURNING THIS CLAIMS FORM, YOU AGREE THAT THE FOREGOING WORK HISTORY INFORMATION IS ACCURATE. IF YOU DISPUTE ANY OF THESE NUMBERS, YOU MUST MAIL THE ACCOMPANYING DISPUTE FORM STATING WHAT YOU BELIEVE ARE THE CORRECT NUMBERS AND PROVIDING ANY OTHER DOCUMENTS OR BACKUP YOU HAVE FOR WHAT YOU BELIEVE ARE THE CORRECT NUMBERS

SECTION C: CERTIFICATION AND SIGNATURE OF CLAIMANT

I have read and understood the accompanying Notice of Class Action Settlement ("Notice") and am choosing to participate in this action and make a claim under the terms of the Settlement Agreement. I agree to release the claims as described in the Notice to the fullest extent of the law, including all claims arising under the California Labor Code relating to the claims made in the First Amended Complaint. **I understand that I will be responsible for the payment of all taxes owed as a result of receiving any Settlement payment and that I will receive applicable IRS forms reflecting all payment that I receive pursuant to the Settlement.**

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all of the information provided in this Claim Form is true and correct.

Date: _____
(must be filled in by Claimant)

Signature

Print Name

Exhibit “B”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IRVING CRUZ, in his individual and representative capacity,

Plaintiff,

v.

RJ & DJ VESTED, LLC. a California limited liability company; DOTTIE BUTLER, an individual; JOHN BUTLER, an individual; RAMESH RAMANATHAN; an individual; JOTHI NADARAJAH, an individual; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV45889

Assigned to: Judge Yvette M. Palazuelos

NOTICE OF CLASS ACTION SETTLEMENT AND
FINAL FAIRNESS HEARING

YOU MAY BE ENTITLED TO BENEFITS FROM THIS SETTLEMENT. YOUR ESTIMATED SETTLEMENT AMOUNT IS \$ [REDACTED] AND YOUR ESTIMATED AMOUNT DUE TO YOU FOR REPRESENTATIVE CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEY GENERAL ACT IS \$ [REDACTED]. PLEASE CONTINUE READING TO LEARN HOW THIS SETTLEMENT AFFECTS YOUR RIGHTS.

Notice is given that a class action settlement (the “Class Settlement”) has been reached between Plaintiff Irving Cruz (“Plaintiff”) and Defendants RJ & DJ Vested, LLC, Ramesh Ramanaathan, and Jothi Nadarajah, (collectively “Settling Defendants”). The lawsuit is a class action lawsuit entitled *Irving Cruz v. RJ & DJ Vested, LLC et al.* pending in Los Angeles County Superior Court (the “Litigation” or “Action”).

The Class Settlement will resolve all Settled Claims made against the Settling Defendants and other Released Parties, as that term is defined in the Settlement Agreement, on behalf of the Class, i.e., all individuals who provided labor services for a work of improvement at a residential property located at 26325 Silver Spur Rd, Rolling Hills Estates, California (the “Property”) on behalf of or at the direction of RJ & DJ Vested, LLC from October 1, 2019 through [Preliminary Approval Order Date] (the “Class Period”). The Class Settlement will not resolve claims made against Defendants John Butler and Dottie Butler (“the Butlers”), who will be dismissed without prejudice for any Class Member to bring claims against the Butlers, due to their filing of a Chapter 7 Bankruptcy Petition following the commencement of the Action.

A. PURPOSE OF THIS NOTICE

The Court has ordered that this Class Notice be sent to you because Plaintiff’s and Settling Defendants’ records reflect that you are a potential member of the Class. The purpose of this Notice is to: (a) provide a brief description of the Litigation; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Litigation and the Settlement.

B. DESCRIPTION OF THE LITIGATION

The Action was filed by Plaintiff on behalf of all individuals who provided labor services for a work of improvement at the Property on behalf of or at the direction of RJ & DJ Vested, LLC during the Class Period. As alleged in the Action, Plaintiff claims that the Class Members were not paid the full amount of their wages, were not paid overtime, were not given meal and rest breaks, were not given wage statements, and were denied other rights guaranteed under the California Labor Code.

The Action alleges claims against Settling Defendants and the Butlers for (1) Failure to Pay Straight or Overtime Wages in violation of Labor Code §§ 510, 1194, and 1197.1; (2) Failure to Pay Wages Upon Separation And Waiting Time Penalties in violation of Labor Code §§ 201, 202, and 203; (3) Failure To Pay Wages Earned Biweekly in violation of Labor Code §§ 204 and 210; 4) Failure to Provide Meal Breaks in violation of Labor Code §§ 226.7 and 512; 5) Failure to Provide Rest Breaks in violation of Labor Code § 226.7; (6) Failure to Reimburse Necessary Expenses in violation of Labor Code § 2802; (7) Failure to Furnish Wage Statements in violation of Labor Code § 226(a); (8) Violations of Business & Professions Code § 17200, *et seq.*; and (9) Violation of Labor Code § 2698, *et seq.* (“PAGA”). Settling Defendants deny each and all of the claims and contentions alleged by Plaintiff.

The Court has made no ruling on the merits of Plaintiff’s class claims or the Settling Defendants’ defenses. The Court will decide whether to give final approval to the Class Settlement at a hearing scheduled for [REDACTED], 2023, at [REDACTED] a.m., in Department 9 of Los Angeles County Superior Court, located at 312 N. Spring Street Los Angeles, CA 90012.

CLASS COUNSEL

Eric J. Hardeman, Esq.
Thomas Mauriello, Esq.
FORTIS, LLP
650 Town Center Drive, Suite 1530
Costa Mesa, California 92626
Telephone: (714) 839-3800
ehardeman@fortislaw.com
tmauriello@fortislaw.com

Counsel For Settling Defendants

Joanne Leighton, Esq.
ARTIANO & ASSOCIATES, APC
3828 Carson Street, Suite 102, Torrance, CA 90503
Telephone: (310) 543-12340
jleighton@artianolaw.com

C. SUMMARY OF TERMS OF SETTLEMENT

The principal terms of the Class Settlement reached between Plaintiff and Settling Defendants are summarized below.

1. Settlement Terms

The Settlement provides that the Settling Defendants will pay a Gross Settlement Amount of \$192,000 to resolve all class claims asserted in the Action, enhancement awards, Class Counsel's attorneys' fees and costs, and Settlement Administration costs, as described more fully below.

- Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees and costs of no more than \$49,000. The attorneys' fees and costs will be paid out of the Gross Settlement Amount.
- Class Representative Enhancement Awards. Plaintiff will request an enhancement award of \$3,000. The enhancement award will be paid out of the Gross Settlement Amount.
- PAGA Payment. Plaintiff will request a payment pursuant to the Private Attorneys General Act ("PAGA") of \$5,000 of which 75% (or \$3,750) will be paid to the Labor & Development Workforce Agency, and 25% (or \$1,250) will be paid to Aggrieved Employees, as defined by the Settlement Agreement. This PAGA payment (the "PAGA Aggrieved Employee Payment") will be paid out of the Gross Settlement Amount.
- Settlement Administration Costs. Settlement Administration Costs not to exceed \$5,000 shall be paid to the Settlement Administrator out of the Gross Settlement Amount.
- Payments To Participating Class Members. After the deductions from the total Gross Settlement Amount, the remaining amount of approximately \$130,000 will remain to be distributed to Participating Class Members (the "Net Settlement Amount") based on each Participating Class Member's: hourly rate worked at the Property, unpaid straight hours, total hours of ungiven rest and meal breaks, and total amount of overtime hours during the Class Period. **TO RECOVER YOUR SHARE OF THE NET SETTLEMENT AMOUNT, YOU MUST FILL OUT AND RETURN THE CLAIM FORM ACCOMPANYING THIS NOTICE TO THE SETTLEMENT ADMINISTRATOR WITHIN 60 DAYS OF THE DATE OF MAILING OF THIS CLASS NOTICE**

Settlement Payment To You: Section D of this Notice includes the estimated amount that you are entitled to receive under the Class Settlement and Plaintiff's and Settling Defendants' records of your hourly rate during your work at the Property, unpaid straight hours, estimated unpaid overtime hours, estimated days in which rest breaks were not given, and estimated days in which meal breaks were not given during work performed at the Property during the Class Period. The individual settlement payments to Class Members will vary based on a number of factors, including the number of Class Members who participate by filing a Claim Form included herewith. The Settlement Payment will be mailed to you within approximately 90 days of the Court's Order granting final approval of the Class Settlement. If you change your address, please notify the Settlement Administrator.

Taxes: For purposes of this settlement, 100% of your Settlement Payment will be considered wages. Prior to mailing your Settlement Payment, the Settlement Administrator will calculate and deduct from your

Settlement Payment an amount necessary to pay the required withholdings and taxes, including all payroll taxes. Your PAGA Settlement Payment as defined in the Settlement Agreement will be considered 1099 income. The Settlement Administrator will remit that money to the appropriate governmental agencies. The Settlement Administrator will also issue you appropriate tax forms, including an IRS Form 1099 and Form W-2. Class members submitting a Claim Form must provide a social security number or an individual tax identification number. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

2. Release of Settled Claims

The Settlement provides that each Class Member who submits a Claim Form shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled Claims (as defined in the Settlement Agreement). The Settled Claims are defined in the Settlement Agreement as all claims asserted against Settling Defendants and the Released Parties alleged in, or arising out of facts asserted in, the operative First Amended Complaint in the Action that arose during the Class Period.

Without limiting the foregoing, and in addition to the foregoing, the Settled Claims include claims for: failure to provide meal periods; failure to provide rest breaks; failure to pay for all hours worked, including minimum wage and overtime; failure to timely pay all wages owed; failure to pay all wages due upon separation; failure to provide wage statements; failure to reimburse for necessary business expenses; including alleged violations of Labor Code §§ 201-204, 210, 226, 226.7, 512, 1194, 1194.2, 1197.1 2802, the California Code of Regulations, Title 8, section 11000 *et seq*; the applicable California Wage Orders; and California Business and Professions Code Section 17200 *et seq*.

A complete statement of the release of claims is contained in the Settlement Agreement and is binding on all Class Members who do not opt out of the Class Settlement. A copy of the Settlement Agreement may be obtained from the Settlement Administrator.

3. Release of Claims Under California's Private Attorney General Act

The Settlement provides that in exchange for receipt of their pro rata portion of their PAGA Aggrieved Employee Payment, each Aggrieved Employee will forever completely release and discharge the Released Parties from the PAGA Claim. The Aggrieved Employees are individuals who provided labor services for a work of improvement on behalf of or at the direction of RJ & DJ Vested, LLC at the Property at any time during the period from November 30, 2019 through November 30, 2020. The claims released by the Aggrieved Employee (the "Released PAGA Claims") are any and all claims that could have been premised on facts contained in the notice that Plaintiff provided to the California LWDA dated November 30, 2020. The release of the PAGA Claim shall be effective even if Class Members request exclusion from the Class.

4. Conditions Of The Settlement

The Class Settlement is conditioned upon the Court entering an Order at or following the final fairness hearing approving the Class Settlement as fair, reasonable, and adequate and in the best interests of the Class.

5. No Admission Of Liability

Settling Defendants do not admit any wrongdoing or liability and specifically deny any liability or wrongdoing. The Class Settlement reflects a compromise of disputed claims and does not mean that Settling Defendants violated any state wage requirements or are liable for any of the allegations made by Plaintiff.

D. TO RECEIVE MONEY AND CLAIM YOUR SHARE OF THE SETTLEMENT

If you want to claim your share of the Settlement, you must complete and mail:

- 1) The completed Claim Form; and
- 2) Completed IRS Forms as follows:

- a) A completed IRS Form W-9 with either a social security number or an individual tax identification number (enclosed with this Class Notice); and
- b) A completed IRS Form W-2 with a social security number or an individual tax identification number (enclosed with this Class Notice)

The completed Claim Form and applicable IRS forms should be mailed to the Settlement Administrator at the address listed below:

Irving Cruz v. RJ & DJ Vested, LLC et al.
ILYM Group, Inc.
Address: TBD
Phone: TBD
E-mail: TBD

YOUR CLAIM MUST BE POSTMARKED ON OR BEFORE _____, 2023, which is 60 days after the initial mailing of this notice.

If you submit the Claim Form and IRS Forms, or if you do not exclude yourself from the Settlement, you will be bound by all the terms of the Settlement, including a full release of claims that will prevent you from suing Settling Defendants, their employees, officers, directors, parent companies, or any other related persons or entities for the matters being settled in this Action.

YOUR ESTIMATED SETTLEMENT AMOUNT IS \$ [REDACTED]. This amount is based on Plaintiff's and Settling Defendants' records indicating at follows:

1. Your hourly rate for labor at the Property was \$ [REDACTED] during the Claims Period;
2. You were not paid \$ [REDACTED] in straight hours during the Class Period;
3. You had [REDACTED] estimated hours of overtime during the Class Period.
4. You had [REDACTED] estimated work days in which rest breaks due to you were not given.

5. You had [redacted] estimated work days in which meal breaks due to you were not given.

The settlement amount is just an estimate of your individual class settlement payment (“Settlement Payment”). The exact Settlement Payment allocated to you will not be determined until the class notice process is completed and the Court grants final approval of the Class Settlement. The methodology for calculating your share of the Net Settlement Amount is set forth in detail under the Settlement Agreement.

YOUR PAGA SETTLEMENT PAYMENT IS \$ [redacted]. This amount is based on your pro rata share of the \$1,250 PAGA Aggrieved Employee Payment.

This amount is just an estimate of your individual *pro rata* share of the PAGA Aggrieved Employee Payment (the “PAGA Settlement Payment.”). The exact PAGA Settlement Payment allocated to you will not be determined until the class notice process is completed and the Court grants final approval of the Class Settlement. The methodology for calculating your share of the PAGA Settlement Payment is set forth in detail under the Settlement Agreement and uses the same methodology to determine your *pro rata* share of the Net Settlement Amount.

If you believe your hourly rate, your total amount of unpaid straight yours, your total amount of estimated ungiven rest and meal breaks, or your total amount of estimated overtime hours listed above is incorrect and you wish to challenge these numbers, you must mail the enclosed Dispute Form to the Settlement Administrator, stating what you believe are the correct numbers, and providing any documents or other back-up you have for what you believe are the correct numbers. This form must be postmarked no later than [date]. You must also provide your name and telephone number. Settling Defendants will have the right to respond to any challenge by a Class Member. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator’s determination will be subject to review by the Court at the time of the final approval hearing. If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

If you choose to participate in the Class Settlement, you will be bound by all the terms set forth in the Class Settlement, including a full release of claims for the matters being settled in the Action.

E. OBJECTING TO THE SETTLEMENT

If you are a Class Member who does not opt out of the Class Settlement, you may object to the Class Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator (ILM Group) at the address set forth above. All written objections must be signed and must contain your address, telephone number and a reference to the case name and number. All objections must be sent to the Settlement Administrator at the above-stated address, such that it is **postmarked** no later than [date]. Your written objection should clearly explain why you object to the Class Settlement and must state whether you (or someone on your behalf) intend to appear at the final fairness hearing on [date]. If the Court approves the settlement over your objection, you will be bound by a release of all wage-related claims that were asserted or could have been asserted in this lawsuit, and you will only receive payment under the Settlement if you have also submitted a valid Claim Form.

F. OPTING OUT OF THE SETTLEMENT

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a request for exclusion.

If you wish to exclude yourself or “opt out,” you must mail to the Settlement Administrator the completed Opt Out Form, postmarked no later than _____.

If you timely return the enclosed Opt Out Form, you shall no longer be a Member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. You will retain whatever rights or claims you may have, if any, against Settling Defendants or related persons or entities, and you will be free to pursue them on an individual basis, if you choose to do so.

The judgment, whether favorable or not, will bind all Members of the Settlement Class who do not request exclusion.

Any Member of the Settlement Class who does not request exclusion may, if the Member so desires, enter an appearance through counsel.

G. FAIRNESS HEARING ON PROPOSED SETTLEMENT

You are not required to attend the final fairness hearing or file an objection, although you may do both. The final fairness hearing on the fairness and adequacy of the Class Settlement, the plan of distribution, costs of administration, the enhancement awards to Plaintiffs, and Class Counsel’s request for attorneys’ fees and costs will be held on Class Settlement at a hearing scheduled for _____, 2023, at _____ a.m., in Department 9 of Los Angeles County Superior Court, located at 312 N. Spring Street Los Angeles, CA 90012.

The final fairness hearing may be continued to another date without further notice. If you plan to attend the final fairness hearing, you may contact Class Counsel to confirm the date and time.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the plan of distribution, the payment of attorneys’ fees and costs, the administration process, the enhancement award to Plaintiff, or any other aspect of the Settlement. If the Settlement is not approved, the Action will continue to be prepared for class certification, trial, or other judicial resolution.

H. ADDITIONAL INFORMATION

This Notice only summarizes the Action and the Class Settlement. For more information, you may inspect the Court files at Los Angeles County Superior Court, located at 312 N. Spring Street Los Angeles, CA 90012.

If you wish to attend the final fairness hearing or inspect the Court files in person, please be advised that effective April 22, 2022, the Los Angeles County Superior Court strongly encourages the use of face coverings within its public courthouses.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

Exhibit “C”

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 IRVING CRUZ, in his individual and
11 representative capacity,

12 Plaintiff,

13 v.

14 RJ & DJ VESTED, LLC. a California limited
15 liability company; DOTTIE BUTLER, an
16 individual; JOHN BUTLER, an individual;
17 RAMESH RAMANATHAN; an individual;
18 JOTHI NADARAJAH, an individual; and DOES
19 1 through 10, inclusive,

20 Defendants.

Case No.: 20STCV45889

Assigned to: Judge Yvette M. Palazuelos

**[PROPOSED] ORDER GRANTING FINAL
CLASS ACTION SETTLEMENT
APPROVAL**

1 This matter having come before the Court on [REDACTED] for a scheduled Final
2 Hearing and entry of an Order Granting Final Approval of Class Action Settlement and Stipulation
3 (“Final Order”) consistent with the Court’s [REDACTED], 2022 Preliminary Approval Order. As set
4 forth in the Parties’ Amended Class Action and PAGA Action Stipulation and Settlement Agreement
5 (the “Settlement Agreement” or “Settlement”), and reasonable and adequate notice having been given
6 to Class Members as required by the Preliminary Approval Order, and the Court having considered all
7 papers filed and proceedings, and having received no objections to approval of the Settlement, and
8 determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and
9 good cause appearing,

10 **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. This Final Order incorporates the Settlement Agreement. Unless otherwise provided,
12 all capitalized terms used in this Final Order shall have the same meaning as defined in the Settlement
13 Agreement. For purposes of this Final Order and the accompanying Judgment, the term “Settling
14 Defendants” means RJ & DJ Vested, LLC, Ramesh Ramanaathan, and Jothi Nadarajah.

15 2. Consistent with the definitions provided in the Settlement Agreement, the Class
16 consists of “All individuals who provided labor services for a work of improvement at the residential
17 property located at 26325 Silver Spur Rd, Rolling Hills Estates, California (the “Property”) on behalf
18 of or at the direction of RJ & DJ Vested, LLC from October 1, 2019 through (date of preliminary
19 approval).

20 3. Consistent with the definitions provided in the Settlement Agreement, the Aggrieved
21 Employees consist of “All individuals who provided labor services for a work of improvement on
22 behalf of or at the direction of RJ & DJ Vested, LLC at the Property at any time during the period
23 from November 30, 2019 through November 30, 2020.”

24 4. Because adequate notice has been disseminated and all potential Class Members have
25 been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter
26 of this proceeding and over all parties to this proceeding, including Defendants and all Class
27 Members. In addition, the Court has personal jurisdiction over Defendants and all Class Members
28 with respect to the Action and the Settlement.

1 5. Distribution of the Class Notice directed to the Class Members and Aggrieved
2 Employees, as set forth in the Settlement Agreement, has been completed in conformity with the
3 Preliminary Approval Order, including individual notice to all Class Members and Aggrieved
4 Employees who could be identified through reasonable effort, and the best notice practicable under the
5 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
6 matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in
7 the Settlement Agreement and fully satisfied the requirements of California law, the California and
8 United States Constitutions (including the Due Process Clause), the requirements of Code of Civil
9 Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The Class
10 Notice also provided due and adequate notice to Class Members of their right to exclude (or opt-out)
11 themselves from the Settlement, as well as their right to object to any aspect of the proposed
12 Settlement.

13 6. For the reasons set forth in the Preliminary Approval Order and in the transcript of the
14 proceedings of the preliminary approval hearing, which are adopted and incorporated by reference, the
15 Court finds the Settlement was entered into in good faith and further finds that the Settlement is fair,
16 reasonable, and adequate, and in the best interests of each of the Settling Defendants, Plaintiff, and the
17 Participating Class Members and the Aggrieved Employees. Named Plaintiff has satisfied the
18 standards and applicable requirements for final approval of this class action Settlement under
19 California law, including the provisions of California Code of Civil Procedure section 382, California
20 Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for use by the California state
21 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

22 7. The Court approves the Settlement as set forth in the Settlement Agreement and finds
23 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
24 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
25 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
26 negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature
27 of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
28 proceeds among the Participating Class Members, and the fact that a settlement represents a

1 compromise of the parties' respective positions rather than the result of a finding of liability at trial.
2 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
3 and did not improperly grant preferential treatment to any individual Class Member or Aggrieved
4 Employee. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.
5 The Court makes final its earlier provisional certification of the Class, as set forth in the Preliminary
6 Approval Order.

7 8. As of the date of this Final Order, the Named Plaintiff and all Participating Class
8 Members and Aggrieved Employees shall be bound by the releases set forth in the Settlement
9 Agreement.

10 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
11 admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations
12 alleged in the Action, nor is this Final Order a finding of the validity of any claims in the Action, or of
13 any wrongdoing by Defendants or any of the other Released Parties.

14 10. The Court confirms Fortis LLP as Class Counsel, and finds that Class Counsel has
15 adequately represented the Class for purposes of entering into and implementing the Settlement.

16 11. The Court finds the \$192,000 Gross Settlement Amount to be fair and reasonable.
17 Settling Defendants are required to make all payments necessary to fund the Settlement in accordance
18 with the terms of the Settlement Agreement.

19 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set
20 forth in Class Counsel's application, an award of attorneys' fees and costs in the amount of \$49,000 as
21 final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
22 owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within
23 the range of reasonableness and that the result achieved justifies the award and that the requested
24 expenses were reasonably incurred. The payment of fees and costs to Class Counsel shall be made
25 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement. The
26 Court shall examine the final accounting at a Compliance Hearing set on [REDACTED]. (Note: This
27 will be no sooner than 190 days after the settlement becomes final, as the checks will be valid at least
28 150 days, plus a reasonable number of days for administration of the mailings by the administrator.)

1 13. It is ordered that an enhancement award of \$3,000 to Plaintiff Irving Cruz is fair and
2 reasonable as a service award for his service to the class.

3 14. The Court also approves a payment of \$5,000 for claims asserted under California's
4 Private Attorneys General Act ("PAGA Payment"), with 75% of the PAGA Payment (\$3,750) paid to
5 the California Labor and Workforce Development Agency and the other 25% (\$1,250) added to the
6 Net Settlement Amount to be paid to the Aggrieved Employees (as defined in the Settlement
7 Agreement). The PAGA Payment is included in, and shall be made from, the Gross Settlement
8 Amount in accordance with the terms of the Settlement Agreement.

9 15. The Court further approves the payment of \$5,000 to ILYM Group, Inc. to cover the
10 costs of administration as provided for in the Settlement Agreement. The payment authorized by this
11 paragraph shall be made in accordance with the terms of the Settlement Agreement.

12 16. The Court finds the settlement payments from the Net Settlement Amount provided for
13 under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
14 orders the calculations and the payments to be made and administered to the Participating Class
15 Members in accordance with the terms of the Settlement Agreement. The Settlement payments
16 authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.
17 It is also ordered that, after 150 days from the date of distribution of settlement funds to the Class,
18 Class Counsel will submit an Amended Judgment directing the funds from any uncashed and voided
19 checks plus any accrued interest shall be paid to the following charity: Employment Legal Aid
20 Foundation of Los Angeles, a nonprofit organization that assists low income workers to vindicate their
21 rights under wage and hour and employment laws

22 17. Paragraphs 11-16 of this Final Order cover all settlement payments, claims for
23 attorney's fees and expenses or costs incurred by Class Counsel or any other counsel representing
24 Named Plaintiff or other Class Members, or incurred by Named Plaintiff or the Class Members, or any
25 of them, in connection with or related in any manner to the Action, the Settlement, the administration
26 of the Settlement, and the Settled Claims. Settling Defendants shall not be required to pay any
27 additional amounts in connection with the Settlement other than those amounts specifically set forth in
28 the Settlement Agreement, including payroll taxes.

1 18. If the Settlement does not become final and effective in accordance with the terms of
2 the Settlement Agreement, then this Final Order and all orders entered in connection with the Final
3 Order, including the accompanying Judgment, shall be rendered null and void and shall be vacated.

4 19. Without affecting the finality of the Settlement, this Order, or accompanying Judgment,
5 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
6 jurisdiction over the above-captioned action and Defendants and Plaintiff and all Participating Class
7 Members, relating to the Action and the administration, consummation, enforcement and
8 interpretation of the Settlement Agreement, this Final Order, and for any other necessary purpose
9 deemed necessary by the Court.

10 20. The terms of the Settlement Agreement and this Final Order are binding on Settling
11 Defendants, the Named Plaintiff and all other Participating Class Members and Aggrieved Employees,
12 as well as their heirs, executors and administrators, successors and assigns, and those terms shall have
13 *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings
14 maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other
15 proceedings assert Settled Claims as set forth in Paragraphs 41 through 44 of the Settlement
16 Agreement.

17 21. Neither this Final Order nor the Settlement Agreement (nor any other document
18 referred to in this Final Order, nor any action taken to carry out this Final Order) is, may be construed
19 as, or may be used as, an admission or concession by or against the Settling Defendants or the
20 Released Parties of the validity of any claim or any actual or potential fault, wrongdoing or liability.
21 Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to
22 it, shall not be construed as, or deemed evidence of, an admission or concession as to the Settling
23 Defendants' denials or defenses and shall not be offered or received in evidence in any action or
24 proceeding against any party in any court, administrative agency or other tribunal for any purpose
25 whatsoever, except as evidence of the settlement or to enforce the provisions of this Final Order and
26 the Settlement Agreement; *provided, however*, that this Final Order and the Settlement Agreement
27 may be filed in any action against or by the Settling Defendants or the Released Parties to support a
28 defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or

1 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
2 defense or counterclaim.

3 22. Any unclaimed sums shall be paid to Safe Place For Youth. Prior to any disbursements
4 to Safe Place for Youth, the Settlement Administrator shall report to the Court the total amount that
5 was actually paid to all Participating Class Members and Aggrieved Employees and only after the
6 report is received, pursuant to CCP § 384(b), Plaintiff shall request the Court to amend the Final
7 Judgment to direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed
8 class member funds, plus any accrued interest to the Safe Place for Youth.

9 23. There are no opt outs to the settlement/there are ____ opt outs to the settlement as
10 follows: _____

11 24. There is no reason to delay the enforcement of this Order and the accompanying
12 Judgment.

13 **IT IS SO ORDERED**

14
15 Dated _____, 2023

16
17 :

18 _____
19 JUDGE OF THE SUPERIOR COURT
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Exhibit “D”

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 IRVING CRUZ, in his individual and
11 representative capacity,

12 Plaintiff,

13 v.

14 RJ & DJ VESTED, LLC. a California limited
15 liability company; DOTTIE BUTLER, an
16 individual; JOHN BUTLER, an individual;
17 RAMESH RAMANATHAN; an individual;
18 JOTHI NADARAJAH, an individual; and DOES
19 1 through 10, inclusive,

20 Defendants.

Case No.: 20STCV45889

Assigned to: Judge Yvette M. Palazuelos

**[PROPOSED] CLASS ACTION AND PAGA
ACTION JUDGMENT**

1 PURSUANT TO THE ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
2 SETTLEMENT ENTERED ON _____, 2023, IT IS ORDERED, ADJUDGED AND
3 DECREED AS FOLLOWS:

4 a. The Amended Class and PAGA Action Stipulation and Settlement Agreement (which
5 replaced the original Class and PAGA Action Stipulation and Settlement Agreement) attached hereto
6 as Exhibit “A” shall be incorporated into this Judgment as though all terms are set forth in full. The
7 capitalized terms in this Judgment shall have the meanings set forth in the Settlement Agreement.

8 b. Defendants John Butler, Dottie Butler, and DOES 1 through 10, inclusive, are hereby
9 dismissed without prejudice.

10 c. Judgment is entered pursuant to the terms of the Settlement Agreement. All Class
11 Members who did not timely return their Claim Form or timely opt out of the Settlement are subject to
12 the terms of the Settlement Agreement. All Aggrieved Employees and the State of California are
13 subject to the terms of the Settlement Agreement.

14 d. Without affecting the finality of the Judgment, the Court shall retain exclusive and
15 continuing jurisdiction over the above-captioned action and the parties, including all Participating
16 Class Members, for purposes of supervising, administering, implementing, enforcing, and interpreting
17 the Settlement Agreement and the Final Order.

18
19 IT IS SO ORDERED

20
21 Dated _____, 2023

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23 _____
24 JUDGE OF THE SUPERIOR COURT

Exhibit “E”

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 IRVING CRUZ, in his individual and
11 representative capacity,

12 Plaintiff,

13 v.

14 RJ & DJ VESTED, LLC. a California limited
15 liability company; DOTTIE BUTLER, an
16 individual; JOHN BUTLER, an individual;
17 RAMESH RAMANATHAN; an individual;
18 JOTHI NADARAJAH, an individual; and DOES
19 1 through 10, inclusive,

20 Defendants.

Case No.: 20STCV45889

Assigned to: Judge Yvette M. Palazuelos

**[PROPOSED] ORDER GRANTING
PRELIMINARY CLASS ACTION AND
PAGA ACTION SETTLEMENT
APPROVAL, APPROVING FORM OF
NOTICE TO THE CLASS, CERTIFYING
THE SETTLEMENT CLASS, AND SETTING
FINAL APPROVAL HEARING**

1 On April __, 2022, Plaintiff Irving Cruz (“Plaintiff” or “Named Plaintiff”) and Defendants RJ &
2 DJ Vested, LLC, Ramesh Ramanaathan, and Jothi Nadarajah (collectively “Settling Defendants”)
3 entered into a class action and PAGA action settlement, and on November __, 2022 Plaintiff and Settling
4 Defendants entered into an amended class action settlement, the terms and conditions of which are set
5 forth in the parties’ Amended Class Action and PAGA Action Stipulation and Settlement Agreement
6 (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this
7 Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement. The
8 motion of Plaintiff for an order preliminarily approving the settlement of this action, approving the form
9 of notice to the class, certifying the settlement class for settlement purposes, and setting a final approval
10 hearing was set for hearing in Department 9 of this Court on __, 2023 at __ a.m..

11 This Court having fully considered Plaintiff’ Motion, the memorandum of Points and Authorities
12 in support, the Declarations in support, the Settlement Agreement, the proposed form of Class Notice,
13 Claim Form, Opt-Out Form and Dispute Form, finds that: (1) the proposed settlement appears fair,
14 reasonable and adequate, and that a final hearing should be held after notice to the Class (defined below)
15 of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable,
16 and adequate such that a Final Order and Judgment should be entered in these actions based upon the
17 Settlement Agreement and (2) the PAGA Settlement Payment is fair and adequate and the PAGA
18 Settlement Payment should be approved.

19 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

20 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
21 **APPOINTMENT OF CLASS REPRESENTATIVES AND COUNSEL**

22 1. The Court finds that certification of the following class, for settlement purposes only, is
23 appropriate:

24 All individuals who provided labor services for a work of improvement at the residential property
25 located at 26325 Silver Spur Rd, Rolling Hills Estates, California (the “Property”) on behalf of
26 or at the direction of RJ & DJ Vested, LLC during the Class Period as defined in the Settlement
27 Agreement. The Class Period means the period beginning on October 1, 2019 and extending

1 through the Preliminary Approval Order date.

2 2. The Court grants preliminary approval of the terms and conditions contained in the
3 Settlement Agreement.

4 3. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the
5 ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence
6 of class certification and settlement, each individual Class Member would have to litigate core common
7 issues of law and fact, all relating to Defendants' alleged wage-and-hour violations asserted in the action;
8 (iii) the typicality requirement because Plaintiff and the Class Members' claims all arise from the same
9 alleged events and course of conduct, and are based on the same legal theories; and (iv) the adequacy of
10 representation requirement because Plaintiff has the same interests as all members of the Class, and they
11 are represented by experienced and competent counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that common
13 issues predominate over individual issues in this litigation and that class treatment is superior to the
14 other means of resolving this dispute. Employing the class device here will not only achieve economies
15 of scale for Class Members with individual claims, but also conserve the resources of the judicial system
16 and preserve public confidence in the integrity of the system by avoiding the waste and delay of
17 repetitive proceedings. In addition, certifying the class will prevent inconsistent.

18 5. For settlement purposes only, the Court finds that the Named Plaintiff, Irving Cruz, is an
19 adequate representatives and appoints her as such. The Court further finds that Eric J. Hardeman, Esq.
20 and Thomas Mauriello, Esq. of Fortis LLP have adequately represented the Named Plaintiff and the
21 Class in this litigation, and the Court appoints them as Class Counsel.

22 6. The Court appoints ILYM Group, Inc. to perform the duties of a Settlement
23 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

24 7. The Court recognizes that certification under this Order is for settlement purposes only,
25 and shall not constitute or be construed as a finding by the Court, or an admission on the part of
26 Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of this order
27 is without prejudice to the rights of Settling Defendants to oppose class certification should the proposed

1 Settlement Agreement not be granted final approval.

2 8. The Court has reviewed the Settlement and the proposed Claim Form and Class Notice,
3 which are attached as Exhibits “A” and “B” to the Settlement Agreement, respectively. The Court finds,
4 on a preliminary basis, that the Settlement Agreement appears to be within the range of reasonableness
5 of a settlement that could ultimately be given final approval by this Court. It appears to the Court on a
6 preliminary basis that:

7 a. The settlement amount is fair and reasonable to all Class Members when balanced against
8 the probable outcome of further litigation relating to liability and damages, as well as
9 collectability issues already presented;

10 b. Extensive investigation and research have been conducted such that Class Counsel and
11 counsel for Settling Defendants at this time are reasonably able to evaluate their respective
12 positions;

13 c. Settlement at this time will avoid additional substantial costs, such as those that have
14 already been incurred by both parties, as well as avoid the delay and risks that would be presented
15 by further prosecution of this litigation; and

16 d. The proposed settlement has been reached as the result of intensive, serious, and non-
17 collusive arm’s-length negotiations.

18 9. The Court further approves the following representative group of employees as governed
19 by the Settlement Agreement with respect to the PAGA Claim: Individuals who provided labor services
20 for a work of improvement on behalf of or at the direction of RJ & DJ Vested, LLC at the Property at
21 any time during the period from November 30, 2019 through November 30, 2020..

22 10. The Court grants approval of the PAGA Settlement Payment pursuant to the terms and
23 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
24 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code § 2699,
25 subdivision (l)(2) Approval Order date.

26 11. Because a PAGA action is not a class action, Class Members may not opt out of, or object
27 to, the PAGA Settlement Payment.

1 12. If the Court does not grant final approval of the Settlement Agreement, approval of the
2 PAGA settlement will be vacated.

3 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE AND CLAIM FORM AND**
4 **TIMELINE FOR SENDING CLASS NOTICE AND RETURNING CLAIM FORM**

5 13. This Court finds that the Class Notice and Claim Form fairly and adequately advise the
6 potential Class Members of the terms of the Settlement and the process for the Class Members to obtain
7 the benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
8 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
9 settlement hearing to be conducted on the date set by the Court. The Court further finds that the Class
10 Notice and Claim Form and proposed distribution of such Class Notice and Claim Form by first-class
11 mail to each identified Class Member at their last known address comports with all constitutional
12 requirements, including those of due process under the United States and California constitutions, and
13 meets the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
14 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice,
15 Claim Form, Opt-Out Form and Dispute Form collectively attached hereto as **Exhibit 1** (Dates to be
16 updated by Claims Administrator consistent with the Settlement Agreement and this Order.)

17 14. The Settlement Administrator shall, as soon as practicable, but not less than 45 days
18 following the date of this Order, cause the Class Notice, Claim Form Opt-Out Form and Dispute Form
19 to be mailed by first class mail to all known members of the Class certified by this Court in this action
20 to the most recent address for each known member of the Class. The mailing of the Class Notices
21 directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice
22 to all members of the Class.

23 15. The costs of claims administration, including the cost of printing and mailing the Class
24 Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the Settlement
25 Amount by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

26 16. Each member of the Class who wishes to be paid from the Net Settlement amount must
27 fill out and return the Claim Form to the Settlement Administrator within 60 days of the Settlement

1 Administrator's mailing of the Class Notice, as provided in the Settlement Agreement.

2 17. Any Class Member that disputes their hourly rate, their total amount in unpaid straight
3 hours, their total hours of ungiven rest and meal breaks, and/or their total amount of overtime within the
4 Class Notice and Claim Form must submit a Dispute Form within 60 days of the Settlement
5 Administrator's mailing of the Class Notice.

6 18. Each member of the Class who wishes to be excluded from the Class must submit a
7 request to be excluded from the Settlement by the deadline set forth in the Class Notice (the "Opt Out
8 Form"). Any Class Member who does not submit an Opt Out Form shall be bound by the terms of the
9 Settlement Agreement, even if such Class Member has previously initiated or subsequently initiates
10 individual litigation against Defendants or other proceedings encompassed by the Settled Claims defined
11 in the Settlement Agreement.

12 19. If Class Members representing more than 30% of the Class timely opt out of the
13 Settlement, Settling Defendants shall have the sole and absolute discretion to withdraw from the
14 Settlement Agreement within 15 business days after expiration of the Notice Period. Settling Defendants
15 will provide written notice of such withdrawal to Class Counsel. In the event that Settling Defendants
16 elect to so withdraw, the withdrawal shall have the same effect as a termination of the Settlement
17 Agreement for failure to satisfy a condition of Settlement, and the Settlement Agreement shall become
18 null and void and have no further force or effect, and the class certified pursuant to this Agreement will
19 be decertified for all purposes.

20 **OBJECTIONS TO SETTLEMENT**

21 20. Any member of the Class who has not timely elected to be excluded from the Class, and
22 who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement or the
23 proposed settlement, or to the award of attorneys' fees and costs, shall provide to the Settlement
24 Administrator a written statement of the objection, as well as the specific reasons, if any, for each
25 objection. The Settlement Administrator will promptly transmit any objections it receives to Class
26 Counsel and Defendants' counsel.

27 21. All written objections must be signed by the Class Member or the Class Member's

1 representative and must include the information specified in the Class Notice and Claim Form.

2 22. A Class Member may appear either in person or through personal counsel at the Final
3 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at the
4 Class Member's expense.

5 23. Class Counsel and Settling Defendants' counsel shall promptly furnish each other with
6 copies of any and all objections or written requests for exclusion that come into their possession.

7 24. The Court grants Plaintiff's motion to set a settlement hearing for final approval of the
8 Settlement Agreement on _____, 2023, at _____ a.m. in Department 9 of this Court
9 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of this
10 action is fair, reasonable and adequate and should be finally approved. The Court will also consider at
11 the Final Hearing whether applications for Plaintiff's attorneys' fees and expenses and enhancement
12 award to the Named Plaintiff should be granted and, if so, in what amounts. Moving papers are due 16
13 court days before the hearing.

14 25. Members of the Class who have not timely elected to be excluded from the Class and
15 who object to the proposed Settlement may appear and present such objections at the Settlement Hearing
16 in person or by counsel, provided that the objecting Class Member complied with the requirements to
17 object to the Settlement. No person shall be heard, and no briefs or papers shall be received or
18 considered, unless the requirements to object to the Settlement have been satisfied, except as this Court
19 may permit for good cause shown.

20 26. Class Counsel shall file Plaintiff's memorandum of points and authorities in support of
21 the final approval of the Settlement Agreement and their request for approval of the attorneys' fees,
22 enhancement award, and litigation costs no later than 16 court days prior to the Final Hearing.

23 27. After the Final Hearing, the Court may enter a Final Order and Final Judgment in
24 accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

25 28. All discovery and other pretrial proceedings in this action are stayed and suspended until
26 further order of this Court, except such actions as may be necessary to implement the Settlement
27 Agreement and this Order.

1 29. If, for any reason, the Court does not grant final approval of the Settlement, all evidence
2 and proceedings held in connection therewith shall be without prejudice to the status quo ante rights of
3 the parties to the litigation as more specifically set forth in the Settlement Agreement.

4 **IT IS SO ORDERED**

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6 Dated _____, 2022

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JUDGE OF THE SUPERIOR COURT
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Exhibit “F”

Irving Cruz v. RJ & DJ Vested, LLC et al
Los Angeles County Superior Court, Case No. 20STCV45889

DISPUTE FORM

Claim #:

«First1» «Last1»

«c/o»

«Address1» «Address2»

«City», «ST» «Zip» «Country»

Name/Address Changes (if any):

First Name

Last Name

Address

City

State

Zip

If your name or address is different from those shown above, print corrections on the lines to the right.

Your estimated settlement amount (shown below) is based on your hourly rate worked at the Property during the Class Period, the total amount unpaid to you in straight hours during the Class Period, your estimated hours of ungiven meal and rest breaks during the Claims Period, and your estimated overtime hours during the Claims Period. Your estimated settlement amount is a proportion of the average hourly rate of all Class Members during the Class Period, the total amount of straight hours that all Class Members were not paid during the Class Period, the total estimated hours of ungiven rest and meal breaks during the Class Period, and the total estimated hours of overtime during the Class Period.

Class Period: October 1, 2019 through [date of preliminary approval order] –

Based on Plaintiff's and Settling Defendants' records:

1. Your hourly rate for labor at the Property was \$ [] during the Claims Period;
2. You were not paid \$ [] in straight hours during the Class Period;
3. You had [] estimated hours of overtime during the Class Period.
4. You had [] estimated work days in which rest breaks due to you were not given.
5. You had [] estimated work days in which meal breaks due to you were not given.

Your estimated settlement amount based on the foregoing information is \$ [].

Your actual settlement amount may be higher or lower based on the number of Class Members who opt-out, the Court's rulings related to fees, costs, incentive payments, and other factors. Unless you believe that any information above is inaccurate, you do not need to do anything to receive your settlement amount.

DO NOT fill out the portion below or return this form *UNLESS you believe any of the information above is not accurate or your address is incorrect.* If you would like to dispute the above information, please sign and date the below, and mail it to the Settlement Administrator along with supporting evidence or information that supports your position on or before **Response Date**.

OPTION TO DISPUTE

- ☐ I wish to dispute the data above. I believe that my hourly rate was [] during the Class Period, that I was not paid \$ [] straight hours during the Class Period, that I worked [] hours of overtime during the Class Period, there were [] days I worked in which rest breaks due to me were not given during the Class Period, and there were [] days I worked in which meal breaks due to me were not given during the Class Period, and I have enclosed documentation substantiating my dispute. **I recognize that my dispute will not be reviewed without documentary evidence to support my dispute.** I understand that by submitting this dispute, the

Irving Cruz v. RJ & DJ Vested, LLC et al
Los Angeles County Superior Court, Case No. 20STCV45889

DISPUTE FORM

Settlement Administrator will review the Defendant's records and make a determination based on those records and the records I submit, and that this determinations will be final and binding.

Sign your name here

Date

Print your name here

Telephone Number

YOU MUST MAIL OR FAX THIS DISPUTE FORM BY _____, 2023 TO THE FOLLOWING ADDRESS OR FAX:

c/o ILYM Group, Inc.

Fax: (***) ***-****

If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

Exhibit “G”

Irving Cruz v. RJ & DJ Vested, LLC, et al.,
Los Angeles County Superior Court Case No. 20STCV45889

OPT-OUT FORM

MAIL OR FAX TO:

c/o ILYM Group, nc..

Fax: (***) ***-****

IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE THE PAYMENT SPECIFIED IN THE CLASS NOTICE THAT YOU RECEIVED, **DO NOT** FILL OUT THIS FORM. INSTEAD, FILL OUT AND RETURN THE CLAIM FORM SUBMITTED WITH THE CLASS NOTICE.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL RETAIN ALL RIGHTS AGAINST SETTLING DEFENDANTS, BUT **WILL NOT** RECEIVE THE PAYMENT FROM THE NET SETTLEMENT AMOUNT SPECIFIED IN THE CLASS NOTICE

I request to be excluded from the Class Settlement in the matter of *Irving Cruz v. RJ & DJ Vested, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV45889. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for the payment specified in the Class Notice that I received.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT, YOU MUST MAIL OR FAX THIS OPT-OUT FORM BY _____, 2023 TO THE FOLLOWING ADDRESS OR FAX:

c/o ILYM GROUP, INC.

Fax: (***) ***-****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

Exhibit “H”

FORTIS LLP

Matthew A. Berliner
Attorney at Law
Direct: 714-418-5840
mberliner@fortislaw.com

November 30, 2020

VIA ELECTRONIC MAIL

California Labor & Workforce
Development Agency

Re: PAGA Notice Pursuant to California Labor Code § 2699: Irving Cruz adv. Dottie Butler, John Butler, and Ramesh Ramanathan, and Jothi Nadarajah

Dear Sir or Madam:

Please be advised that Irving Cruz (“Plaintiff”) has retained the Fortis LLP to represent him and other aggrieved employees for wage and hour claims against his employer RJ & DJ Vested, LLC, Dottie Butler, John Butler, and Ramesh Ramanathan, and Jothi Nadarajah (collectively “Employer”). This notice is being provided via electronic submission to the California Labor and Workforce Development Agency (“LWDA”) and to FJ & DJ Vested, LLC via certified mail at its mailing address: John Burton Butler, 719 Deep Valley Dr., Rolling Hills Estates, CA 90274; which is also RJ & DJ Vested, LLC’s registered agent for service of process on file with the California Secretary of State.

Notice to John Butler and Dottie Butler is being provided via certified mail at 27627 Longhill Dr., Rancho Palos Verdes, California 90275, which is the address listed for John Butler and Dottie Butler within RJ & DJ Vested, LLC’s statement of information on file with the California Secretary of State.

Notice to Ramesh Ramanathan and Jothi Nadarajah is being provided via certified mail at 8717 N 69th St. Paradise Valley, AZ 85253, which is the address listed for Ramesh Ramanathan and Jothi Nadarajah within RJ & DJ Vested, LLC’s statement of information on file with the California Secretary of State.

Employer

Employer is engaged in the business of purchasing, making improvements and renovations to, and selling residential property.

Employer has violated or caused to be violated provisions of the California Labor Code, including, but not limited to, California Labor Code Sections, 201 – 204, 210, 510, 1194, 1197.1,

226.7, 226.7(a) & (b), 2802, and 226(a) and is therefore liable for civil penalties under California Labor Code § 2698, *et seq.* We respectfully request that your agency investigate the claims alleged against them herein. This letter will serve as notice of these allegations pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2699.3.

Plaintiff and Aggrieved Employees

At all relevant times, Plaintiff was a non-exempt laborer providing services to improve and renovate a residential property in Rolling Hills Estates, California. During the course of his employment, Employer: required Plaintiff to perform work for which he was not compensated, required Plaintiff to work after hours without compensation (straight or overtime pay), required Plaintiff to work through his rest and meal breaks without compensation (for meal breaks) and without any penalty pay as required for missed breaks, and required Plaintiff to incur expenses on behalf of Employer for which he was not reimbursed. Employer also failed to provide Plaintiff with wage statements. Employer used an array of similarly situated employees to carry out the same or similar labor services as Plaintiff and treated its non-exempt employees the same as Plaintiff.

At all relevant times, Plaintiff was an aggrieved employee as defined in Labor Code Section 2699(c) as: “any person who was employed by the alleged violator and against whom one or more violations was committed.” Plaintiff seeks recovery for the Labor Code violations set forth herein on behalf of himself and other current and former employees, including, but not limited to: all employees who worked for Employer in the State of California within one year and who were subject to the same or similar Labor Code and/or Wage Order violations as Plaintiff. Plaintiff believes and thereon allege that Employer employs scores of similarly situated employees in California at any given time.

Enclosed herein is the Class Action Complaint Plaintiff intends to file in Orange County Superior Court asserting individual and class claims based on the conduct of Employer. Plaintiff requests that the agency inform him via the undersigned if it does not intend to investigate these violations so that she may include claims in her lawsuit for the violations discussed in this letter.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MAB' with a stylized flourish.

Matthew A. Berliner

[Enclosure]

Matthew A. Berliner (SBN 224384)
Eric J. Hardeman (SBN 253489)
FORTIS LLP
650 Town Center Drive; Suite 1530
Costa Mesa, CA 92626
Telephone: 714-839-3800
Facsimile: 714-795-2995
mberliner@fortislaw.com
ehardeman@fortislaw.com

Attorneys for Plaintiff
IRVING CRUZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

IRVING CRUZ, in his individual and
representative capacity,

Plaintiff,

v.

RJ & DJ VESTED, LLC. a California limited
liability company; DOTTIE BUTLER, an
individual; JOHN BUTLER, an individual;
RAMESH RAMANATHAN; an individual;
JOTHI NADARAJAH, an individual; and DOES
1 through 10, inclusive,

Defendants.

Case No.:

**CLASS ACTION AND COLLECTIVE
ACTION COMPLAINT FOR:**

- 1. VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, AND 1197.1 (Unpaid Straight or Overtime Wages);**
- 2. VIOLATION OF CALIFORNIA LABOR CODE §§ 201, 203, 2013 (Failure To Pay Wages Upon Separation And Waiting Time Penalties)**
- 3. VIOLATION OF CALIFORNIA LABOR CODE §§ 204, 210 (Failure To Pay Wages Earned Biweekly In Accordance With Labor Code § 204)**
- 4. VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 226.7(b), and 512 (Meal Periods);**
- 5. VIOLATION OF CALIFORNIA LABOR CODE § 226.7 (Rest Breaks);**
- 6. VIOLATION OF CALIFORNIA LABOR CODE § 2802 (Failure to Reimburse Necessary Expenses);**
- 7. VIOLATION OF CALIFORNIA LABOR CODE § 226(a) (Failure to Furnish Wage Statements);**
- 8. VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

JURY TRIAL DEMANDED

1 Plaintiff IRVING CRUZ (“PLAINTIFF”) alleges as follows against defendants RJ & DJ
2 VESTED, LLC (“RDVLLC”); DOTTIE BUTLER; JOHN BUTLER; AND RAMESH
3 RAMANATHAN (“RAMANATHAN”), JOTHI NADARAJAH (“NADARAJAH”) and DOES 1
4 through 10, inclusive (collectively, “DEFENDANTS”):

5 **NATURE OF THE ACTION**

6 1. This is a class and collective action that arises out of DEFENDANTS’ systemic
7 unlawful treatment of PLAINTIFF and other similarly situated employees who are entitled to straight
8 pay, overtime pay, rest and meal breaks, wage statements, and business expense reimbursements,
9 among other claims. PLAINTIFF alleges that he and other non-exempt employees of DEFENDANTS
10 in California were, and are, the subject of unlawful policies and practices whereby DEFENDANTS
11 failed to compensate their non-exempt employees in a manner required by California’s Labor Code
12 and related IWC wage orders.

13 **THE PARTIES**

14 2. PLAINTIFF is an individual residing in Los Angeles County, California.

15 3. Defendant DOTTIE BUTLER is an individual residing in Los Angeles County,
16 California.

17 4. Defendant JOHN BUTLER is an individual residing in Los Angeles County,
18 California.

19 5. Defendant RAMANATHAN is an individual residing in Arizona.

20 6. Defendant NADARAJAH is an individual residing in Arizona.

21 7. Defendant RDVLLC is a California limited liability company with its principal place of
22 business in Rolling Hills Estates, California. RDVLLC’s members are DOTTIE BUTLER, JOHN
23 BUTLER, and RAMANATHAN. JOHN BUTLER is a manager of RDVLLC, and PLAINTIFF is
24 informed and believes, and based thereon alleges that DOTTIE BUTLER, RAMANATHAN, and
25 NADARAJAH are also managers of RDVLLC. Pursuant to Labor Code Section 5589.1, DOTTIE
26 BUTLER, JOHN BUTLER, RAMANATHAN, and NADARAJAH are personally liable for the Labor
27 Code violations alleged herein as managing agents of RDVLLC.

14. At all relevant times described herein, PLAINTIFF and members of the proposed class worked as employees of DEFENDANTS in Los Angeles County, California.

15. The Court has jurisdiction over DEFENDANTS because they are either California residents, or purposefully directed the actions described herein toward PLAINTIFF and the other class members in California such that it was foreseeable that they would be hailed to Court in California, and PLAINTIFF'S and the other class members' causes of action arise out of these contacts with California.

FACTUAL ALLEGATIONS

16. RDVLLC is the owner of a residential property located at 26325 Silver Spur Rd, Rolling Hills Estates, California (the “PROPERTY”). RDVLLC’s business is the purchase, renovation and/or improvement, and subsequent sale of residential properties such as the PROPERTY.

17. In or around early 2019, DOTTIE BUTLER solicited PLAINTIFF and the other class members to provide labor services to make improvements and renovations at the PROPERTY. In connection with these services, PLAINTIFF was initially paid \$30 per hour while the other class members were paid in a range of approximately \$13 to \$30 per hour.

18. PLAINTIFF and the other class members ultimately provided these labor services to RDVLLC over the course of approximately 18 months. PLAINTIFF was paid directly from RDVLLC and instructed by DOTTIE BUTLER to divvy up the payments among the other class members. At all times, DEFENDANTS, and each of them, had control and direction of the conditions of employment and the services that PLAINTIFF and the other class members had at the PROPERTY. To this point, DOTTIE BUTLER would customarily oversee PLAINTIFF'S and the other class members' work in-person at the PROPERTY during the entire 18-month work period. Accordingly, PLAINTIFF and the other class members' were non-exempt employees of DEFENDANTS.

19. PLAINTIFF and the other class members were continuously employed by DEFENDANTS providing labor services at the PROPERTY from the time period between approximately January 2019 through May 2020.

20. At no time did DEFENDANTS provide PLAINTIFF or any other class members with Labor Code-compliant wage statements. Indeed, no wage statements were ever provided.

1 21. In addition, DEFENDANTS failed to pay PLAINTIFF and the other class members
2 straight or overtime pay for work demanded by DEFENDANTS, failed to provide uninterrupted rest
3 and meal breaks, failed to pay any penalty hours for missed or interrupted rest or meal breaks, and
4 failed to reimburse (all employees exempt or not) their business related expenses, among other things.

5 22. Beginning in or about late 2019, DOTTIE BUTLER informed PLAINTIFF that
6 DEFENDANTS would only be able to pay PLAINTIFF and the other class members half of the
7 aforementioned hourly rates, but promised that PLAINTIFF and the other class members would
8 eventually be fully compensated. To date however, DEFENDANTS have not paid PLAINTIFF or the
9 other class members the full amounts duly owed to them for labor services PLAINTIFF and the other
10 class members previously rendered to DEFENDANTS.

11 23. On November 23, 2020, PLAINTIFF gave written notice through his counsel pursuant
12 to the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”) of IMC’s
13 violations of various provisions of the Labor Code, including as alleged herein, to the Labor and
14 Workforce Development Agency (“LWDA”). Such notice was also sent to RDVLLC through its
15 registered agent for service of process on file with the California Secretary of State, and to DOTTIE
16 BUTLER, JOHN BUTLER, RAMANATHAN, and NADARAJAH at their respective personal
17 addresses.

18 24. If, within 60 days of the date of the written notice to the LWDA, the LWDA responds
19 indicating that it does not intend to investigate DEFENDANTS’ violations of the Labor Code, or if the
20 LWDA fails to respond within 65 days of that date, PLAINTIFF intends to amend this Complaint to
21 state a cause of action for civil penalties under the PAGA as provided by Labor Code Section
22 2699.3(a)(2)(C).

23 **COLLECTIVE ACTION ALLEGATIONS**

24 25. PLAINTIFF seeks to prosecute his Labor Code and Business & Professions Code
25 claims as a collective action on behalf of all persons who are or were employed by DEFENDANTS at
26 any time within three to four years prior to the filing of this Complaint (“Collective Action Period”)
27 who were not paid straight or overtime wages for work performed, were not provided uninterrupted
28 rest or meal breaks (or the resulting penalty payments), were not provide reimbursement for expenses

1 they incurred on behalf of DEFENDANTS, and were not provided accurate wage statements
2 (“Collective Action Members.”).

3 26. There are numerous similarly situated employees of DEFENDANTS throughout
4 California who would benefit from the issuance of a Court-supervised notice of the instant lawsuit and
5 the opportunity to join the instant lawsuit. Those similarly situated employees are known to
6 DEFENDANTS and are readily identifiable through DEFENDANTS’ records.

7 27. PLAINTIFF and other Collective Action Members are similarly situated because they
8 were subjected to the same policies and practices of DEFENDANTS in violation of California’s Labor
9 Code and related IWC Orders and or California’s Business & Professions Code Section 17200 *et seq.*

10 28. Further, DEFENDANTS often required PLAINTIFF, and other similar class members
11 and employees, to drive offsite to acquire materials, and PLAINTIFF and other similar class members
12 and employees, were not compensated for the expenses incurred in utilizing their own personal
13 vehicles for driving offsite to acquire materials and supplies for the improvements and renovations at
14 the PROPERTY. In addition, DEFENDANTS also from time to time demanded to borrow and
15 borrowed the personal vehicles of PLAINTIFF and other similar class members to drive offsite to
16 acquire materials and supplies, but did not compensate PLAINTIFF and other similar class members
17 for the expenses incurred in borrowing their vehicles.

18 29. In addition to DEFENDANTS demanding that their employees perform labor and work
19 without pay (straight or overtime), DEFENDANTS also systematically deprived their employees of
20 uninterrupted rest and meal breaks and thereafter failed to pay the required penalties or pay straight or
21 overtime pay for the time worked during a meal break.

22 30. At all relevant times herein, the applicable IWC Wage Order and California Labor
23 Code Section 226.7 were applicable to Plaintiff’s employment by Defendants.

24 31. At all relevant times, California Labor Code Section 226.7 provided that no employer
25 shall require an employee to work during any rest period mandated by an applicable order of the
26 California IWC.

27 32. At all relevant times, the applicable IWC Wage Order provided that “[e]very employer
28 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in

1 the middle of each work period” and that the “rest period time shall be based on the total hours
2 worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof
3 unless the total daily work time is less than three and one-half (3 ½) hours.

4 33. During the relevant time period, DEFENDANTS required PLAINTIFF and the other
5 Collective Action Members to work four (4) or more hours without authorizing or permitting an
6 uninterrupted ten (10) minute rest period per each four (4) hour period worked.

7 34. During the relevant time period, DEFENDANTS failed to pay PLAINTIFF and the
8 other Collective Action Members the full rest period premium due pursuant to California Labor Code
9 Section 226.7.

10 35. DEFENDANTS’ conduct violates the applicable IWC Wage Orders and California
11 Labor Code Section 226.7.

12 36. Pursuant to the applicable IWC Wage Order and California Labor Code Section
13 226.7(b), PLAINTIFF and the other Collective Action Members are entitled to recover from
14 DEFENDANTS one additional hour of pay at the employee’[s regular hourly rate of compensation for
15 each work day that the rest period was not provided.

16 37. At all relevant times, California Labor Code Section 226.7 also provided that no
17 employer shall require an employee to work during any meal period mandated by an applicable order
18 of the California IWC.

19 38. Moreover while on a rest or meal break, non-exempt employees cannot be required to
20 be on-call by their employers. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.
21 (“What we conclude is that state law prohibits on-duty and on-call rest periods. During required rest
22 periods, employers must relieve their employees of all duties and relinquish any control over how
23 employees spend their break time.”). As stated in *Bono Enterprises, In. v. Bradshaw* (1995) 32
24 Cal.App.4th 968. “An employee must be paid for all hours during which he or she is subject to the
25 employer’s control, including meal periods.” This includes meal times where the employer requires
26 the employee to remain at the work site or facility during the meal period, even where the employee is
27 relieved of all work duties during the meal period.

1 39. Additionally, Section 2802(a) of the California Labor Code requires Defendants to
2 indemnify their employees for all necessary expenditures or losses incurred by them in direct
3 consequence of the discharge of their duties. Such expenditures or losses include costs incurred by an
4 employee who provides his or her own vehicle and fuel for use in service of the employer.

5 40. PLAINTIFF, and other similar class members and employees, were forced by
6 DEFENDANTS to incur out of pocket business expenses for which they were not reimbursed. These
7 unreimbursed expenses were known to DEFENDANTS, and included personal vehicle mileage and
8 expenses for driving to and from the PROPERTY to offsite locations on the instructions of
9 DEFENDANTS.

10 **CALIFORNIA CLASS ACTION ALLEGATIONS**

11 41. PLAINTIFF brings this action on behalf of himself and all others similarly situated as a
12 class action pursuant to Section 382 of the Code of Civil Procedure. For purposes of this action “Class
13 Period” shall run from the date of the filing of the Complaint back three years for the Labor Code
14 Causes of Action and four years for the Business & Professions Code Section 17200 Cause of Action.

15 42. PLAINTIFF seeks to represent a class of similarly situated employees defined as
16 follows:

17 “All non-exempt individuals employed by RJ & DJ Vested, LLC within the State of California
18 from four-years prior to the filing of the Class Action Complaint through the present” (the
19 “CLASS”).

20 43. The members of the CLASS are so numerous that joinder of all members would be
21 unfeasible and impractical.

22 44. The precise scope of the CLASS can be defined by DEFENDANTS’ records.

23 45. There are questions of law and fact common among the CLASS, including, but not
24 limited to: (i) whether the CLASS members were subjected to an unlawful policies and practices
25 described herein; (ii) whether, as a result of unlawful policies and practices, CLASS members are
26 entitled to compensation or penalties; (iii) whether members of the CLASS sustained damages, and if
27 so, the proper measure of such damages, as well as interest, penalties, costs, attorneys’ fees, and
28 equitable relief; (iv) whether DEFENDANTS engaged in unfair business practices in violation of

1 California Business & Professions Code 17200 *et seq.*; and (v) whether there are additional remedies
2 under the Labor Code or applicable Wage Orders due the respective class members. Certification of
3 such matters is appropriate under California law. *Faulkinbury v. Boyd & Associates, Inc.*, 216 Cal.
4 App. 4th 220, 233 (2013), review denied (July 24, 2013); *Abdullah v. U.S. Sec. Associates, Inc.*, 731
5 F.3d 952, 958 (9th Cir. 2013) cert. denied, 135 S. Ct. 53, 190 L. Ed. 2d 30 (2014).

6 46. These, and other, common issues of fact and law predominate over any individualized
7 issues.

8 47. PLAINTIFF'S claims are typical of the CLASS in that PLAINTIFF and members of
9 the CLASS were exposed to the same unlawful, systematic and companywide policies discussed
10 herein.

11 48. A class action is superior to other available methods for the fair and efficient
12 adjudication of the controversy.

13 49. PLAINTIFF and his counsel will fairly and adequately protect the interests of the
14 CLASS.

15
16 **FIRST CAUSE OF ACTION**

17 **Failure To Pay Straight or Overtime Wages [California Labor Code §§ 510, 1194, and 1197.1]**

18 **(By Plaintiff on behalf of himself and the CLASS Against All Defendants)**

19 50. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if
20 fully set forth herein.

21 51. At all relevant times, DEFENDANTS failed to compensate PLAINTIFF and members
22 of the CLASS proper straight or overtime wages for all hours worked because of DEFENDANTS'
23 unlawful policy that failed to pay PLAINTIFF and the CLASS for work performed and/or overtime
24 rates for time worked in excess of 40 hours per work week, when such time did not exceed 8 hours in
25 a single work day. Accordingly, during their employment with DEFENDANTS, PLAINTIFF and
26 members of the CLASS regularly worked straight time without pay and/or overtime hours without
27 pay.

52. DEFENDANTS' failure to pay PLAINTIFF and the CLASS for hours they performed work and/or overtime hours violates, among other provisions, sections 510, 1194, 1194.2 and 1197.1 of the Labor Code and applicable Wage Orders and is therefore unlawful.

53. PLAINTIFF and the CLASS are entitled to recover their unpaid overtime compensation, as well as penalties, interest, injunctive relief, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Failure To Pay Wages Upon Separate And Waiting Time Penalties [California Labor Code §§ 201, 202, 203]

(By Plaintiff on behalf of himself and the CLASS Against All Defendants)

54. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if fully set forth herein.

55. At all relevant times, DEFENDANTS, and each of them were the employers of PLAINTIFF and the MEMBERS of the CLASS.

56. As alleged above, DEFENDANTS' employment of PLAINTIFF and the members of the CLASS ceased in or around May 2020.

57. At all relevant times, California Labor Code §§ 201 and 202 provided that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

58. During the relevant time period, DEFENDANTS willfully failed to pay PLAINTIFF and the members of their CLASS wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employee.

59. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with California Labor Code §§ 201 and 202, then the wages of the employee

1 shall continue as a penalty from the due date, and at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 60. DEFENDANTS failed to pay PLAINTIFF and the members of the CLASS all wages
4 owed to them within thirty days of their cessation of their employment with DEFENDANTS.

5 61. Accordingly, PLAINTIFF and the members of the CLASS are entitled to recover their
6 unpaid wages, plus a statutory penalty for each day such wages were not paid pursuant to California
7 Labor Code § 203 up to the thirty (30) day maximum.

8 9 **THIRD CAUSE OF ACTION**

10 **Failure To Pay Wages In Compliance With Labor Code § 204 (Labor Code § 210)**

11 **(By Plaintiff on behalf of himself and the CLASS Against All Defendants)**

12 62. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if
13 fully set forth herein.

14 63. At all relevant times, DEFENDANTS, and each of them were the employers of
15 PLAINTIFF and the MEMBERS of the CLASS.

16 64. As alleged above, DEFENDANTS' employed PLAINTIFF and the class members
17 between approximately January 2019 through May 2020.

18 65. At all relevant times, Labor Code Section 204 provided that wages "earned by any
19 person in any employment are due and payable twice during each calendar month, on days designated
20 in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
21 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
22 during which the labor was performed, and labor performed between the 16th and the last day,
23 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
24 month." Labor Code § 204(a).

25 66. Labor Code Section 210 provides that every person who fails to pay wages of each
26 employee as provided in Sections 204 is subject to penalties of \$100 for each failure to pay each
27 employee, and for each subsequent violation or any willful or intentional violation, two hundred
28

dollars for each failure to pay each employee, plus twenty five percent of the amount of the amount unlawfully withheld.

67. During the time that DEFENDANTS employed PLAINTIFF and the members of the CLASS, DEFENDANTS, and each of them willfully and intentionally failed to comply with Labor Code Section 204 by failing to pay wages biweekly in accordance with Labor Code Section 204(a).

68. Accordingly, PLAINTIFF and the members of the CLASS are entitled to recover their unpaid wages, plus a statutory penalty under Labor Code Section 210(a) for each such violation, plus twenty five percent of the amount unlawfully withheld.

FOURTH CAUSE OF ACTION

Failure To Provide Meal Periods [California Labor Code §§ 226.7, 226.7(b), and 512]

(By Plaintiff on behalf of himself and the CLASS Against All Defendants)

69. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if fully set forth herein.

70. At all relevant times, the applicable IWC Wage Order and California Labor Code Section 226.7 governed PLAINTIFF and the CLASS members' employment by DEFENDANTS.

71. At all relevant times, California Labor Code Section 226.7 provided that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

72. DEFENDANTS required PLAINTIFF and the CLASS to work five (5) or more hours without authorizing or permitting an uninterrupted, duty-free thirty (30) minute meal period.

73. DEFENDANTS failed to pay PLAINTIFF and the CLASS the full missed-meal period premium due pursuant to California Labor Code Section 226.7.

74. DEFENDANTS conduct violates the applicable IWC Wage Orders and California Labor Code Sections 226.7, 226.7(b), and 512.

75. Pursuant to the applicable IWC Wage Order and California Labor Code Section 226.7(b), PLAINTIFF and the CLASS are entitled to recover one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the meal period was not provided

1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Rest Breaks [California Labor Code § 226.7]**

3 **(By Plaintiff on behalf of himself and the CLASS Against All Defendants)**

4 76. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if fully
5 set forth herein.

6 77. At all relevant times, the applicable IWC Wage Order and California Labor Code Section
7 226.7 governed PLAINTIFF and the CLASS members' employment by DEFENDANTS.

8 78. At all relevant times, California Labor Code Section 226.7 provided that no employer shall
9 require an employee to work during any rest period mandated by an applicable order of the California
10 IWC.

11 79. DEFENDANTS required PLAINTIFF and the CLASS to work four (4) or more hours without
12 authorizing or permitting an uninterrupted ten (10) minute rest period per each four (4) hour period
13 worked.

14 80. DEFENDANTS failed to pay PLAINTIFF and the CLASS the full missed-rest period
15 premium due pursuant to California Labor Code Section 226.7.

16 81. DEFENDANTS conduct violates the applicable IWC Wage Orders and California Labor Code
17 Section 226.7.

18 82. Pursuant to the applicable IWC Wage Order and California Labor Code Section 226.7(b),
19 PLAINTIFF and the CLASS are entitled to recover one additional hour of pay at the employee's
20 regular hourly rate of compensation for each work day that the rest period was not provided.

21
22 **SIXTH CAUSE OF ACTION**

23 **Failure to Indemnify or Reimburse for Necessary Expenditures in Violation of California**

24 **Labor Code Section 2802(a))**

25 **(By Plaintiff on behalf of himself and the CLASS Against All Defendants)**

26 83. PLAINTIFF incorporates by this reference the relevant allegations in this
27 pleading as if fully set forth herein
28

1 84. Section 2802(a) of the California Labor Code requires Defendants to indemnify their
2 employees for all necessary expenditures or losses incurred by them in direct consequence of the
3 discharge of their duties. Such expenditures or losses include costs incurred by an employee who
4 provides his or her own vehicle and fuel for use in service of the employer. For purposes of this
5 action, unreimbursed business expenses constitute wages under California law. *Espejo v. The Copley*
6 *Press Inc.*, (2017)13 Cal.App.5th 329.

7 85. DEFENDANTS failed to indemnify or reimburse PLAINTIFF and the CLASS for
8 necessary expenditures incurred by them as a direct consequence of discharging their duties,
9 including, but not limited to, all costs associated with the operation and use of their personal vehicles
10 (both by PLAINTIFF and the CLASS and when DEFENDANTS demanded to borrow their personal
11 vehicles, as alleged above), including, depreciation, fuel, maintenance, insurance and registration
12 costs, among other things.

13 86. As a direct consequence of DEFENDANTS' failure to reimburse them for necessary
14 expenses as required by law, PLAINTIFF and the CLASS have suffered substantial monetary
15 damages.

16 87. In addition to all unreimbursed "necessary" expenses, PLAINTIFF and the CLASS
17 seek recovery of their attorneys' fees and costs as provided by California Labor Code Section 2802(c).
18

19 **SEVENTH CAUSE OF ACTION**

20 **Failure To Provide Proper Wage Statements [California Labor Code § 226(a)]**

21 **(By Plaintiff on behalf of himself and the CLASS Against All Defendants)**

22 88. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if
23 fully set forth herein.

24 89. California Labor Code section 226(a) sets forth reporting requirements for employers
25 when they pay wages: "Every employer shall . . . at the time of each payment of wages, furnish each
26 of his or her employees . . . an accurate itemized statement in writing showing (1) gross wages earned,
27 (2) total hours worked by the employee . . . (5) net wages earned . . . , and (9) all applicable hourly
28 rates in effect during the pay period and the corresponding number of hours worked at each hourly

rate by the employee.” Cal. Lab. Code § 226(a). “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Cal. Lab. Code § 226(e)(1). “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by . . . subdivision (a)”

90. DEFENDANTS intentionally failed to furnish PLAINTIFF and the CLASS any wage statements upon each payment of wages, in violation of California Labor Code section 226(a). PLAINTIFF and the CLASS were injured and damaged by these failures because, among other things, these failures led them to believe they were not entitled to be paid wages for overtime and regular wages although they were so entitled.

91. Pursuant to section 226(e) of the Labor Code, or other applicable law, PLAINTIFF and the CLASS are entitled to recover statutory penalties, interest, injunctive relief, costs, and attorneys’ fees.

EIGHTH CAUSE OF ACTION

Unfair Business Practices [California Business and Professions Code § 17200]

(By Plaintiff on behalf of himself and the CLASS Against All Defendants)

92. PLAINTIFF incorporates by this reference the relevant allegations in this pleading as if fully set forth herein.

93. DEFENDANTS’ acts constitute continuing and ongoing unlawful activity prohibited by the Unfair Competition Law, California Business and Professions Code Sections 17200, *et seq.* (“UCL”) and justify restitution, injunctive relief, together with any other remedy available pursuant to California Business and Professions Code Section 17203.

94. California Labor Code section 90.5 articulates the public policy of California to vigorously enforce minimum labor standards, including the requirements to properly pay employees

1 for all hours worked, provide accurate itemized wage statements and keep payroll records pursuant to
2 the applicable Labor Code provisions and Wage Orders. DEFENDANTS' conduct as described above
3 directly violates state law, constitutes unfair competition and unlawful and unfair acts and practices
4 within the meaning of the UCL.

5 95. DEFENDANTS' use of such unlawful and unfair business practices constitutes unfair
6 competition and provides an unfair advantage over its competitors.

7 96. DEFENDANTS' wrongful business practices have caused injury to PLAINTIFF, and
8 the CLASS, depriving them of the minimum working standards and conditions due them under
9 California law and the Industrial Welfare Commission Wage Orders.

10 97. Pursuant to section 17203 of the California Business and Professions Code,
11 PLAINTIFF seeks an order of this court enjoining DEFENDANTS from continuing to engage in
12 unlawful, unfair, or deceptive business practices and any other act prohibited by law, including those
13 set forth in the complaint. PLAINTIFF also seeks an order requiring DEFENDANTS to make full
14 restitution of all moneys it wrongfully obtained from PLAINTIFF, and all of the articulated classes in
15 this Complaint or any amended Complaint or motion for class certification.

16
17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for relief and judgment as follows:

- 20 1. Wages, civil penalties, and applicable statutory penalties;
21 2. General and compensatory damages;
22 3. Liquidated damages;
23 4. Restitution;
24 5. Pre-judgment and post-judgment interest;
25 6. Attorneys' fees and costs reasonably incurred;
26 7. Punitive and/or exemplary damage, if allowed;
27 8. Injunctive relief as described herein;
28 9. Equitable relief, if allowed;

1 10. Such other relief that the Court deems proper.

2
3 **DEMAND FOR JURY TRIAL**

4 PLAINTIFF hereby demands a trial by jury of all claims and causes of action so triable in this
5 lawsuit.

6
7 FORTIS LLP

8 Dated: November 30, 2020

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10
11 /S/ MATTHEW A. BERLINER
12 MATTHEW A. BERLINER
13 ERIC J. HARDEMAN
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Exhibit “I”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.