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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ALYSIA FORD, individually, and on behalf of
 others similarly situated;

Plaintiff,

v.

BOAVIDA COMMUNITIES LLC, a California
 limited liability company; THE BOAVIDA
 GROUP, LP, a limited partnership; and DOES 1
 through 10, inclusive,

Defendants.

Case No. 34-2021-00299610

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

Action Filed: April 28, 2021

Trial Date: Not Yet Assigned

This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”) is made by and between the Plaintiffs RENE LOPEZ and ALYSIA FORD (collectively “Plaintiffs”), on their own behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand, and Defendants BOAVIDA COMMUNITIES, LLC and THE BOAVIDA GROUP, LP (“Defendants”) on the other hand (Plaintiffs and Defendants collectively referred to as the “Parties”), in the lawsuit entitled *Alysia Ford v. BoaVida Communities, LLC; The BoaVida Group, LP*, filed in Sacramento County Superior Court, Case No. 34-2021-00299610 (“Litigation”). This Settlement resolves all claims that were asserted or could have been asserted against Defendants pertaining to the claims in the Litigation.

I. DEFINITIONS

A. “Administration Costs” means all administrative costs of settlement, including costs of notice to the Settlement Class, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

B. “Class Counsel” or “Plaintiffs’ Counsel” mean David Spivak of The Spivak Law Firm and Justin Marquez of the Wilshire Law Firm, and all the lawyers of these firms acting on behalf of Plaintiffs and the Settlement Class.

C. “Class Members” means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Settlement Period (collectively referred to as the “Class”).

D. “PAGA Group Members” means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

E. “Court” means the Superior Court of the State of California for the County of Sacramento.

F. “Effective Date” means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection

1 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any
2 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that
3 does not alter the terms of the settlement.

4 **H. “Final Approval Order”** as used herein mean the final formal judgment entered by
5 the Court granting final approval of this Agreement.

6 **I. “Plaintiffs”** as used herein means Rene Lopez and Alysia Ford.

7 **J. “Net Settlement Fund”** means the Settlement Amount minus any Court-approved
8 award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel, Administration Costs
9 to the Settlement Administrator, Enhancement Payments to Plaintiffs, and LWDA Payment to the
10 Labor and Workforce Development Agency (“LWDA”), and as provided in Sections VIII, IX, and
11 XIV-XVII.

12 **K. “Individual Settlement Payments”** means payments made to the Participating
13 Class Members from the Net Settlement Fund as part of the Settlement.

14 **L. “Settlement”** means the disposition and agreement to resolve the Litigation.

15 **M. “Settlement Administrator”** means Phoenix Settlement Administrators
16 (“Phoenix”), the settlement administrator selected by the Parties, and which will be responsible for
17 the administration of the Settlement Amount, as defined below, and all related matters. The Parties
18 each represent that they do not have any financial interest in the Settlement Administrator or
19 otherwise have a relationship with the Settlement Administrator that could create a conflict of
20 interest.

21 **N. “Maximum Settlement Amount”** means the sum of Two Hundred Seventy Five
22 Thousand Dollars (\$275,000.00), which shall be paid by Defendants, and from which all Individual
23 Settlement Payments, Court-approved Attorneys’ Fees and Litigation Costs pursuant to Section
24 XIV, Administration Costs pursuant to Section IX, Enhancement Payment pursuant to Section XV,
25 and PAGA Penalties pursuant to Section XVII, except as provided herein.

26 **O. “Settlement Payment”** means the payment of \$275,000.00 due at final approval of
27 the settlement by the Court.
28

1 **P.** “**Settlement Class Member**” means a Class Member who does not opt out of the
2 Settlement.

3 **Q.** “**Class Settlement Period**” or “**Class Period**” means the period from July 1, 2019
4 through the date of Preliminary Approval of the Settlement by the court or 90 days from the date
5 of the full execution of this Settlement Agreement, whichever is earlier.

6 **R.** “**PAGA Settlement Period**” or “**PAGA Period**” means the period from December
7 13, 2019 through the date of Preliminary Approval of the Settlement by the court or 90 days from
8 the date of the full execution of this Settlement Agreement, whichever is earlier.

9 **S.** “**Workweeks**” means the number of weeks that a Class Member worked for
10 Defendants as an hourly-paid or non-exempt employee during the Settlement Period (based on the
11 number of workweeks in the Class List that Defendants provide to the Settlement Administrator).
12 Each Class Member will be credited with at least one (1) Workweek. A Workweek includes any
13 week in which a Class Member had a time worked entry in Defendants’ timekeeping system.

14 **II. BACKGROUND.**

15 **A.** On February 16, 2021, Plaintiff Lopez filed Case No. 21STCV06244 in Los Angeles
16 County Superior Court, which is a representative action for civil penalties pursuant to the Private
17 Attorneys General Act (the “PAGA”) against Defendant BoaVida Communities, LLC. In this
18 PAGA action (“Lopez Action”), Plaintiff Lopez sought civil penalties on behalf of himself and
19 other aggrieved employees for the following alleged violations of the California Labor Code: (1)
20 California Labor Code sections 226.7, 512, 1198 and Sections 11 and 12 of the Wage Order (failure
21 to provide rest breaks and meal breaks); (2) California Labor Code section 2802 and Section 9 of
22 the Wage Order (failure to indemnify for business-related expenses); (3) California Labor Code
23 sections 226.2, 510, 1194, 1197, 1198 and Sections 2, 3, and 4 of the Wage Order (failure to pay
24 all wages earned for all hours worked); (4) California Labor Code sections 226 and 226.2 (failure
25 to provide complete and accurate wage statements); (5) California Labor Code section 204 (failure
26 to timely pay wages during employment); and (6) California Labor Code sections 201, 202, and
27 203 (failure to timely pay wages upon termination).

28 **B.** On April 28, 2021, Plaintiff Ford filed Case No. 34-2021-00299610 in Sacramento

County Superior Court, which is a wage and hour class action against Defendants BoaVida Communities, LLC and The BoaVida Group, LP. In this class action (“Ford Action”), Plaintiff Ford alleges, *inter alia*, on behalf of herself and all others similarly situated, that Defendant violated California state wage and hour laws, the California Business and Professions Code Section 17200 *et seq.* as a result of Defendants’ California wage and hour policies and practices. Specifically, Plaintiff Ford alleged that Defendants violated: (1) California Labor Code sections 204, 1194, 194.2, and 1197 (failure to pay minimum and straight time wages); (2) California Labor Code sections 1194 and 1198 (failure to pay overtime wages); (3) California Labor Code sections 226.7 and 512 (failure to provide meal periods); (4) California Labor Code section 226.7 (failure to authorize and permit rest periods); (5) California Labor Code sections 201-203 (failure to timely pay final wages at termination); (6) California Labor Code section 226 (failure to provide accurate itemized wage statements); (7) California Labor Code sections 2800 and 2802 (failure to indemnify employees for expenditures); and (8) California Business & Professions Code sections 17200, *et seq.*

C. The Lopez Action and the Ford Action are collectively referred to herein as “the Litigation.”

D. Class Counsel conducted discovery concerning the claims set forth in the Litigation, such as class datapoints (including the number of putative class members, workweeks, pay periods, and average hourly rate of pay). Class Counsel also received detailed payroll reports and timekeeping details; and other relevant documents, including but not limited to employee handbooks and stand-alone policies related to the claims at issue during the Class Period.

E. Plaintiffs and Class Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties participated in mediation before mediator Francis “Tripper” Ortman, Esq., on February 4, 2022. Mr. Ortman is a well-respected wage-and-hour class action mediator, that resulted in settlement of the Litigation memorialized in this Settlement Agreement after extensive negotiations about the terms and conditions of the Settlement at the mediation and during the subsequent drafting of a Memorandum of Understanding which was executed by both Parties in February 2022.

1 **F.** Class Counsel has conducted an investigation of the law and facts relating to the
2 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
3 involved, the defenses asserted by Defendants, the expense and time necessary to pursue the
4 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,
5 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits
6 to be received by Plaintiffs and the members of the Class pursuant to this Agreement, that a
7 settlement with Defendants on the terms and conditions set forth herein is fair, reasonable,
8 adequate, and in the best interests of the Class. Plaintiffs, on their own behalf and on behalf of the
9 Class, have agreed to settle the Litigation with Defendants on the terms set forth herein.

10 **G.** Defendants have concluded that, because of the substantial expense of defending
11 against the Litigation, the length of time necessary to resolve the issues presented herein, the
12 inconvenience involved, and the concomitant disruption to their business operations, it is in
13 Defendants' best interest to accept the terms of this Agreement. Defendants deny each of the
14 allegations and claims asserted against them in the Litigation. However, Defendants nevertheless
15 desire to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of
16 continuing litigation and for the purpose of putting to rest the controversies engendered by the
17 Litigation.

18 **H.** This Agreement is intended to and does effectuate the full, final and complete
19 settlement of all allegations and claims that were asserted, or could have been asserted, in the
20 Litigation by Plaintiffs and members of the Class as set forth in Sections II.A-B.

21 **III. JURISDICTION**

22 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
23 Litigation includes claims that, while Defendants deny them in their entirety, would, if proven,
24 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
25 final approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to
26 California Code of Civil Procedure Section 664.6 the Court shall retain jurisdiction of this action
27 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
28 the terms set forth herein.

1 **IV. STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of the Class for purposes of settlement only. This
3 stipulation is contingent upon the preliminary and final approval and certification of the Class only
4 for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact
5 that the Parties were willing to stipulate provisionally to class certification as part of the Settlement
6 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a
7 class should be certified in a non-settlement context in the Litigation. Defendants expressly reserve
8 the right to oppose class certification and/or proactively move to deny certification should this
9 Settlement be modified or reversed on appeal or otherwise not become final.

10 **V. MOTION FOR PRELIMINARY APPROVAL**

11 Plaintiffs will bring a motion before the Court for an order preliminarily approving the
12 Settlement including the Notice of Class Action Settlement (“Notice”), which is attached hereto as
13 “**Exhibit A**”, and including certification of the Class for settlement purposes only.

14 The date that the Court grants preliminary approval of this Agreement will be the
15 “Preliminary Approval Date.” Class Counsel will be responsible for drafting all documents
16 necessary to obtain preliminary approval of the Settlement and will provide these papers to
17 Defendants’ counsel three (3) business days in advance of such filing. Defendants may review and
18 suggest revisions to Plaintiffs’ Motion for Preliminary Approval, which Plaintiffs will consider.
19 Defendants agree that they will not oppose Plaintiffs’ Motion for Preliminary Approval, nor shall
20 they seek to delay the hearing on this motion for more than thirty (30) days from the date obtained
21 by Plaintiffs. This is a material term of the Settlement and any delay or opposition by Defendants
22 will be grounds for Plaintiffs to withdraw from the Settlement.

23 **VI. STATEMENT OF NO ADMISSION**

24 **A.** Defendants deny liability to Plaintiffs and to the Class upon any claim or cause of
25 action. This Agreement does not constitute, and is not intended to constitute, an admission by
26 Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against
27 them in the Litigation.
28

1 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
2 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
3 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
4 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
5 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
6 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
7 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
8 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
9 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
10 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
11 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
12 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
13 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
14 Agreement or any orders or judgments of the Court entered in connection with implementation of
15 the Settlement.

16 **C.** None of the documents produced or created by Plaintiffs or the Class in connection
17 with settlement procedures constitute, and they are not intended to constitute, an admission by
18 Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule,
19 or executive order, or any obligation or duty at law or in equity.

20 **D.** The Parties agree that class certification pursuant to California Code of Civil
21 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
22 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
23 should be certified or given collective treatment in the Litigation or in any other action or
24 proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement
25 will be admissible in any court or other tribunal regarding the propriety of class certification or
26 collective treatment. In the event that this Agreement is not approved by the Court or any appellate
27 court, is terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have
28 waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and

Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

VII. WAIVER, RELEASE AND CONFIDENTIALITY

A. Release As to All Settlement Class Members.

Upon the date on which the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(F) above), Plaintiffs and all Settlement Class Members waive, release, discharge Defendants, and their divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations ("Released Parties") of any and all wage-related claims that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay all hours worked pursuant to California Labor Code sections 200, 226, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 200, 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 200 226.7, and 512 and the IWC Wage Orders; (4) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (8) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2802 and 2804 and the IWC Wage Orders; (9) alleged violations of California Business & Professions Code sections 17200, *et seq.*; and (10) alleged violations of California Labor Code section 2698-2699, *et seq.* ("Released Claims").

B. General Release by Plaintiffs Only.

1 In addition to the release made in Section VII (A), Plaintiffs make the additional following
2 general release of all claims, known or unknown. Plaintiffs release the Released Parties from all
3 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
4 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
5 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection
6 with Plaintiffs' relationship with Defendants as well as any and all acts or omissions by or on the
7 part of Defendants. (The release set forth in this Paragraph B shall be referred to hereinafter as the
8 "General Release.")

9 With respect to the General Release, Plaintiffs stipulate and agree that, upon the date on
10 which the Court's Final Approval Order becomes "Final", Plaintiffs shall be deemed to have
11 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
12 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
13 or state law, which provides:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
15 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
16 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
17 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD**
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

18 This release specifically excludes claims for unemployment insurance, disability, social security,
19 and workers compensation (with the exception of claims arising pursuant to California Labor Code
20 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
21 found hereafter to be other than or different from the facts now believed to be true, the release of
22 claims contained herein shall be effective as to all unknown claims.

23 **VIII. SETTLEMENT PAYMENT**

24 **A. Consideration for This Agreement.**

25 As consideration for this Agreement, Defendants will make a settlement payment that totals
26 the Maximum Settlement Amount of \$275,000.00. The payment of the Maximum Settlement
27 Amount represents full and complete settlement of this matter. The Maximum Settlement Amount
28 includes all attorneys' fees and costs, administration costs, enhancement award to the class and

PAGA representatives, and payment to the California Labor and Workforce Development Agency (“LWDA”). The balance after deduction of attorneys’ fees and costs, administration costs, payment to the LWDA, the enhancement awards, will be the Net Settlement Amount. Defendants’ employer taxes shall be paid separately and in addition to the Maximum Settlement Amount.

B. Potential Increase to the Settlement Amount.

Defendant has represented that there are no more than 8,500 workweeks from July 1, 2019 to December 15, 2021. In the event the number of workweeks from July 1, 2019 to December 15, 2021 is more than 9,350 (i.e., greater than 10% more than 8,500), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 9,350, multiplied by the workweek value. For example, if there were 9,350 workweeks represented to exist from July 1, 2019 to December 15, 2021, but there are actually 9,500 workweeks from July 1, 2019 to December 15, 2021, and the actual workweek value is \$30.00 per workweek, Defendants would have to increase the Maximum Settlement Amount by \$4,500.00 (9,500 workweeks – 9,350 workweeks = 150 workweeks x \$30.00/workweek). In the alternative, if the number of workweeks exceeds 9,350, Defendants may exercise the option of cutting off the Class Period at the point where the workweeks equal 9,350.

IX. SETTLEMENT ADMINISTRATOR

Plaintiffs and Defendants, through their respective counsel, have selected Phoenix as a Settlement Administrator to administer the Settlement, which includes but is not limited to distributing and responding to inquiries about the Notice, determining the validity of any disputes and opt-outs, and calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the Settlement Administrator, estimated to be no more \$9,000.00, will be paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$9,000.00 will be paid from the Settlement Amount. If the actual Administration Costs are less than the Parties’ estimation, the difference between the actual and estimated Administration Costs will be part of the Net Settlement Fund. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

1 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

2 **A. Notice.**

3 Plaintiffs and Defendants, through their respective attorneys, have jointly prepared the
4 Notice, which in substance will be provided to the Class Members as follows:

5 As soon as practicable following preliminary approval of the Settlement, but no later than
6 fourteen (14) calendar days after the Court enters the Order granting preliminary approval of the
7 Settlement, Defendants will provide to the Settlement Administrator the following information for
8 each Class Member: (1) full name; (2) last known home address; (3) last known telephone number;
9 (4) dates of employment with Defendants as an hourly-paid or non-exempt employee, as well as
10 hours worked and total workweeks for each class member; (5) total Workweeks during the Class
11 Period; (6) total Workweeks during the PAGA Period; (7) Social Security number; and (8) last
12 known email address. Defendants further agree to consult with the Settlement Administrator prior
13 to the production date to ensure that the format will be acceptable to the Settlement Administrator.
14 Plaintiffs' Counsel shall also receive a redacted Class List that shall only disclose an identification
15 number attributed to each Class Member and their dates of employment, hours worked, and
16 associated workweeks.

17 The Settlement Administrator shall run all the addresses provided through the United States
18 Postal Service NCOA database (which provides updated addresses for any individual who has
19 moved in the previous four years who has notified the U.S. Postal Service of a forwarding address)
20 to obtain current address information, and shall mail the Notice to the Class Members via first-class
21 U.S. Mail using the most current mailing address information available, within ten (10) calendar
22 days of the receipt of the Class List from Defendants.

23 The Notice will include information regarding the nature of the Litigation; a summary of
24 the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily
25 approved the Settlement; the nature and scope of the claims being released; the procedure and time
26 period for objecting to the Settlement, the date and location of the Final Approval Hearing;
27 information regarding the opt-out procedure; the number of Workweeks credited to each Class
28 Member, and the estimated Individual Settlement Payment for the Class Member.

1 If a Notice is returned as undeliverable after the initial mailing, the Settlement Administrator
2 will perform a skip trace in an attempt to locate a more current address. If the Settlement
3 Administrator is successful in locating an updated address, it will re-mail the Notice to the Class
4 Member. Further, any Notices returned with a forwarding address to the Settlement Administrator
5 before the Response Deadline (as defined in Section X.B. below), shall be re-mailed to the
6 forwarding address affixed thereto. With respect to any Notice that is re-mailed, the Response
7 Deadline for the Class Member whose Notice is re-mailed will be extended an additional fifteen
8 (15) calendar days.

9 No later than twenty-five (25) days before the Final Approval Hearing, the Settlement
10 Administrator shall provide counsel for Defendants and Class Counsel with a declaration attesting
11 to the completion of the settlement notice administration process, including the number of attempts
12 to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number
13 of Workweeks Disputes, Requests for Exclusion, and objections received.

14 **B. Objections.**

15 Any Class Member making an objection must not submit a Request to be Excluded (i.e.,
16 must not opt out). To object to the Settlement, a Settlement Class Member may send a written
17 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
18 submitting a written objection to the Settlement. The Settlement Class Member may appear
19 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
20 present his or her objection directly to the Court. However, any attorney who will represent an
21 individual objecting to this Settlement must file a notice of appearance with the Court and serve
22 Class Counsel and Defendants' Counsel no later than sixty (60) calendar days after the Notice was
23 initially mailed to the Class Members ("Response Deadline"). A written objection to the Settlement
24 must: (1) contain the case name and number of the Litigation; (2) contain the Settlement Class
25 Member's name, address, telephone number, signature, and last four digits of his or her Social
26 Security number; (3) clearly state the grounds for the objection; (4) state whether the Settlement
27 Class Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
28 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the

1 Settlement, the Class Member will remain a Settlement Class Member and if the Court approves
2 this Agreement, the Settlement Class Member will be bound by the terms of the Settlement and
3 Final Approval Order in the same way and to the same extent as a Settlement Class Member who
4 does not object to the Settlement. The date of mailing of the Notice to the objecting Settlement
5 Class Member shall be conclusively determined according to the records of the Settlement
6 Administrator. The Court retains final authority with respect to the consideration and admissibility
7 of any objections to the Settlement from Settlement Class Members.

8 **C. Opportunity to Be Excluded and Defendants' Opt-Out Threshold.**

9 In order for any Class Member to validly exclude himself or himself from the Settlement
10 (i.e., to validly opt out), a written request for exclusion from the Settlement ("Request to be
11 Excluded") must: (1) contain the case name and number of the Litigation; (2) contain the Class
12 Member's full name, address, telephone number, and last four digits of his or her Social Security
13 number; (3) be signed by the Class Member or his or her authorized representative; (4) contain a
14 clear statement that the Class Member requests to be excluded from the Settlement; and (5) be sent
15 to the Settlement Administrator, postmarked by no later than the Response Deadline. The Notice
16 shall contain instructions on how to opt out.

17 The date of the initial mailing of the Notice, and the date the signed Request to be Excluded
18 was postmarked, shall be conclusively determined according to the records of the Settlement
19 Administrator. Any Class Member who timely and validly submits a Request to be Excluded will
20 not be entitled to an Individual Settlement Payment, will not be bound by the terms and conditions
21 of the Settlement, and will not have any right to object, appeal, or comment thereon.

22 Any Class Member who does not timely submit a Request to be Excluded to the Settlement
23 Administrator will be deemed included in the Settlement in accordance with this Settlement. All
24 PAGA Group Members, the LWDA, and State of California shall release claims arising under
25 PAGA for the PAGA Period. All PAGA Group Members shall release claims arising under PAGA
26 regardless of their decision to participate in the class settlement.

27 In the event that five percent (5%) or more of the Class Members exercise their right to
28 exclude themselves and opt out of the Settlement, Defendants retain the exclusive right, but not the

1 obligation, to withdraw from and terminate the Settlement and return all parties back to their same
2 position before the Settlement was reached and the Settlement Agreement was entered into. In the
3 event that Defendants exercise such rights under this paragraph, Plaintiffs and Defendants shall
4 resume the Litigation through and until there is a final resolution of the Litigation. Defendants
5 must notify Class Counsel and the Court in writing of such a decision to withdraw and terminate
6 the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the
7 event of Defendants' withdrawal, no party may use the fact that the Parties agreed to the Settlement
8 for any reason, and Defendants shall pay all administration expenses incurred through the date of
9 its termination of the Settlement.

10 **D. Cooperation.**

11 The Parties and their respective counsel agree not to encourage members of the Class to
12 refrain from participating in the Settlement, to opt out of the Settlement, or to object to the
13 Settlement, directly or indirectly, through any means. However, if a Class Member contacts Class
14 Counsel, Class Counsel may discuss the terms of the Settlement and the Class Member's options
15 with respect to the Settlement.

16 **XI. DISPUTES PROCEDURE**

17 If a Class Member disputes his or her number of Workweeks set forth in the Notice, such
18 Class Member must submit a written Workweeks dispute ("Workweeks Dispute") that: (a) contains
19 the case name and number of the Litigation; (b) contains the Class Member's full name, address,
20 telephone number, signature, and last four digits of his or her Social Security number; (c) contains
21 a statement setting forth the number of Workweeks that such Class Member believes is correct and
22 attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement
23 Administrator by mail, postmarked no later than the Response Deadline. If a Class Member does
24 not dispute his or her number of Workweeks, the number of Workweeks set forth in the Notice will
25 govern the Individual Settlement Payment to the Class Member and such Class Member need not
26 take further action to participate in the Settlement.

27 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation
28 with Class Counsel and counsel for Defendants, will review the pertinent records showing the dates

1 the Class Member worked for Defendants in California and the number of weeks worked, which
2 records Defendants agree to make available to the Settlement Administrator and Class Counsel.

3 After consulting with Class Counsel and counsel for Defendants, the Settlement
4 Administrator shall compute the number of Workweeks to be used in computing the Class
5 Member's *pro rata* share of the Net Settlement Fund. In the event that there is a disparity between
6 the number of Workweeks a Class Member claims he or she worked during the Settlement Period
7 and the number of Workweeks indicated by Defendants' records, Defendants' records will control
8 unless inconsistent with records provided by the Class Member (or bona fide copies thereof), in
9 which case the records provided by the Class Member will control. The Settlement Administrator's
10 decision as to the total number of Workweeks shall be final and non-appealable. The Settlement
11 Administrator shall send written notice of the decision on any such dispute to the Class Member,
12 to Class Counsel, and counsel for Defendants within ten (10) calendar days of receipt of the
13 Workweeks Dispute.

14 Should any Class Member timely submit a timely Workweeks Dispute with a deficiency,
15 the Settlement Administrator shall, within five (5) calendar days of receipt, send a deficiency
16 notice. The deficiency notice will provide the Class Member the later of the Response Deadline or
17 fourteen (14) calendar days from the mailing of the deficiency notice to postmark a written response
18 to cure all deficiencies. The failure of a Class Member to timely respond to a notice of deficiency
19 shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

20 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

21 **A. Distribution Formula.**

22 Settlement Class Members (i.e., Class Members who do not opt out of the Settlement) will
23 receive a lump sum payment as good and valuable consideration for the waiver and release of
24 Released Claims set forth in Section VII(A), above, in an amount determined by the Settlement
25 Administrator in accordance with the provisions of this Agreement.

26 Each Settlement Class Member's Individual Settlement Payment will be determined as
27 follows:

- 28 1. Defendants will calculate the total number of Workweeks of each Settlement Class

1 Member during the Settlement Period.

2 2. The value of each Workweek shall be determined by the Settlement Administrator
3 by dividing the Net Settlement Fund by the total number of Workweeks of all
4 Settlement Class Members (“Workweek Point Value”).

5 3. Each Settlement Class Member’s Workweeks will be multiplied by the Workweek
6 Point Value to derive his or her Individual Settlement Payment. Individual
7 Settlement Payments for each Settlement Class Member will be reduced by any
8 required legal deductions for the employee’s share of taxes and withholdings on the
9 wages portion of the Individual Settlement Payments.

10 **B. Funding of Settlement.**

11 Within twenty-one (21) calendar days following the Effective Date, Defendants will deposit
12 the Settlement Payment equal to the Maximum Settlement Amount into an interest-bearing account
13 established by the Settlement Administrator. At no time prior to the Effective Date shall
14 Defendants be required to escrow any portion of the Settlement Amount.

15 **C. Time for Distribution.**

16 The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net
17 Settlement Fund, the Court-approved Attorney’s Fees and Litigation Costs to Class Counsel, Court-
18 approved Enhancement Payment to Plaintiffs, Court-approved Administration Costs to the
19 Settlement Administrator, and the LWDA Payment, and the PAGA Payment to PAGA Group
20 Members) to be distributed within ten (10) calendar days following the payment as detailed in
21 Section VIII(B) of the Agreement.

22 If an Individual Settlement Payment check is returned to the Settlement Administrator as
23 undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing
24 address by performing a skip trace search and, if another address is identified, shall mail the check
25 to the newly identified address.

26 Any checks issued by the Settlement Administrator to Settlement Class Members and
27 PAGA Group Members will be negotiable for at least one hundred eighty (180) calendar days. If a
28 Settlement Class Member or PAGA Group Member does not cash his or her settlement check

1 within 180 days, the uncashed funds, subject to Court approval, shall be provided to the California
2 Unclaimed Property Fund, pursuant to California Civil Procedure Code § 384. The Individual
3 Settlement Payment provided to Settlement Class Members and PAGA Group Members shall
4 prominently state the expiration date or contain a statement that the settlement check will expire in
5 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
6 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
7 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties
8 agree no unclaimed funds will result from the Settlement.

9 The Parties each represent that they do not have any financial interest in the California
10 Unclaimed Property Fund or otherwise have a relationship with the California Unclaimed Property
11 Fund that could create a conflict of interest.

12 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

13 The amounts paid under this Agreement do not represent a modification of any previously
14 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
15 Defendants. Such amounts will not form the basis for additional contributions to, benefits under,
16 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
17 Defendants, policies or bonus programs. Any payments made under the terms of this Settlement
18 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
19 or any other form of compensation for the purposes of Defendants' benefit plan, policy or bonus
20 program. Defendants retain the right to modify the language of its benefit plan, policies and bonus
21 programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement
22 are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as
23 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit
24 accrual, or any other purpose, and that additional contributions or benefits are not required by this
25 Settlement.

26 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

27 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall
28 not seek or receive an amount in excess of 33.33% of the Settlement Amount (i.e., \$91,666.67) for

1 all past and future attorneys' fees necessary to prosecute, settle and administer the Litigation and
2 this Settlement ("Attorneys' Fees"). Additionally, Defendants shall not oppose an application by
3 Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$35,000.00,
4 which represents all past and future litigation costs and expenses necessary to prosecute, settle and
5 administer the Litigation and this Settlement ("Litigation Costs"). Any Attorneys' Fees or
6 Litigation Costs awarded to Class Counsel by the Court as part of the Settlement shall be deducted
7 from the Settlement Amount for the purpose of determining the Net Settlement Fund. The "future"
8 aspect of these amounts includes, without limitation, all time and expenses expended by Class
9 Counsel in defending the Settlement and securing preliminary and final approval (including any
10 appeals therein). There will be no additional charge of any kind to either the members of the Class
11 or request for additional consideration from Defendants for such work. The Attorneys' Fees and
12 Litigation Costs shall include all attorneys' fees, litigation costs, and expenses for which Plaintiffs
13 and Class Counsel could claim under any legal theory whatsoever with respect to the Litigation.
14 Within ten (10) calendar days following the Effective Date, the Settlement Administrator shall
15 disburse payment to Class Counsel from the Settlement Amount for the Court-approved Attorneys'
16 Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys'
17 Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such
18 unapproved portion or portions shall be part of the Net Settlement Fund to be distributed to
19 Settlement Class Members on a *pro rata* basis.

20 **XV. ENHANCEMENT PAYMENT TO PLAINTIFFS**

21 Defendants shall not oppose an application by Plaintiffs, and Plaintiffs Lopez and Ford shall
22 not seek or receive an amount in excess of \$15,000.00 each for their participation in and assistance
23 with the Litigation ("Enhancement Payments"). Any Enhancement Payments awarded to Plaintiffs
24 by the Court as part of the Settlement shall be deducted from the Settlement Amount for the purpose
25 of determining the Net Settlement Fund and shall be reported on IRS Form 1099. If the Court
26 approves an Enhancement Payment of less than \$15,000.00 to Plaintiffs Lopez and Ford, then the
27 unapproved portion or portions shall be part of the Net Settlement Fund to be distributed to
28 Settlement Class Members on a *pro rata* basis.

1 **XVI. TAXATION AND ALLOCATION**

2 The Parties agree that all employment taxes and other legally required withholdings will be
3 withheld from payments to the Settlement Class Members and Plaintiffs based on the Parties
4 stipulated allocation of the Net Settlement Fund as provided for in this Section.

5 In Defendants' sole discretion, and to which Plaintiffs and Class Counsel do not object, the
6 amount of federal income tax withholding will be based upon a flat withholding rate for
7 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
8 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
9 withholding codes or regulations.

10 For withholding tax characterization purposes and payment of taxes, the Individual
11 Settlement Payments to Settlement Class Members shall be deemed and are as twenty percent
12 (20%) wages and eighty percent (80%) penalties and interest.

13 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by
14 the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the
15 Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable
16 tax law, is changed after the date of this Agreement, the processes set forth in this Section may be
17 modified in a manner to bring Defendants into compliance with any such changes.

18 Finally, the employer's share of payroll taxes and contributions on the wages portion of
19 Individual Settlement Payments will be paid by Defendants in addition to and not as a deduction
20 from the Settlement Amount.

21 **XVII. PAGA ALLOCATION**

22 In order to implement the terms of this Settlement and to settle claims alleged under the
23 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
24 allocate \$4,000.00 from the Settlement Amount as penalties authorized by the PAGA ("PAGA
25 Penalties"). Seventy-five percent (75%), which is \$3,000.00 of the PAGA Penalties will be
26 distributed to the Labor and Workforce Development Agency ("LWDA Payment") and twenty-five
27 25%, which is \$1,000.00, of the PAGA Penalties will be distributed on pro-rata basis to the
28 Settlement Class Members who worked during the PAGA period ("PAGA Payment to PAGA

Group Members”). Within ten (10) calendar days following the payment funding the Settlement, the Settlement Administrator shall disburse the LWDA Payment to the LWDA, and Plaintiffs’ Counsel will provide notice to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the Final Approval Order through the appropriate LWDA/DIR website.

PAGA Group Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

XVIII. COURT APPROVAL

This Agreement and the Settlement is contingent upon final approval by the Court and entry of judgment. Plaintiffs and Defendants agree to take all steps as may be reasonably necessary to secure both preliminary approval and final approval of the Settlement, to the extent not inconsistent with the terms of this Agreement and will not take any action adverse to each other in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all respects. Plaintiffs and Defendants expressly agree that they will not file any objection to the terms of the Settlement or assist or encourage any person or entity to file any such objection.

In the event it becomes impossible to secure approval of the Settlement, the Parties shall be restored to their respective positions in the Litigation, as of the date on which the Settlement was reached, except as otherwise provided in Section XIX, below.

XIX. MISCELLANEOUS PROVISIONS

A. Interim Stay of Litigation.

Plaintiffs and Defendants agree to the stay of all proceedings in the Litigation, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending Final Approval of the Settlement by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Plaintiffs and Defendants. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree

1 that this Agreement is to be construed according to its terms and may not be varied or contradicted
2 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
3 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
4 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
5 be resolved solely and exclusively in the Superior Court of the State of California for the County
6 of Sacramento, and Plaintiffs and Defendants hereby consent to the personal jurisdiction of the
7 Court over them solely in connection therewith. Plaintiffs, on their own behalf and on behalf of
8 the Class, and Defendants participated in the negotiation and drafting of this Agreement and had
9 available to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor
10 Defendants may claim that any ambiguity in this Agreement should be construed against the other.

11 The terms and conditions of this Agreement constitute the exclusive and final understanding
12 and expression of all agreements between Plaintiffs and Defendants with respect to the Settlement.

13 **C. Further Cooperation.**

14 Plaintiffs and Defendants and their respective attorneys shall proceed diligently to prepare
15 and execute all documents, to seek the necessary approvals from the Court, and to do all things
16 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

17 **D. Confidentiality of Documents.**

18 After the expiration of any appeals period, Plaintiffs, the Settlement Administrator, and
19 Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,
20 declarations and other information obtained in the Litigation, unless necessary for appeal or such
21 documents are ordered to be disclosed by the Court or by a subpoena.

22 **E. Neutral Employment Reference.**

23 Defendants agree that it will adopt a neutral reporting policy regarding any future
24 employment references related to Plaintiffs. In the event that any potential or future employers of
25 Plaintiffs request a reference regarding Defendants' employment of Plaintiff Lopez or Ford,
26 Defendants shall only provide the requested Plaintiffs' dates of employment and job titles during
27 employment. Defendants shall not refer to the Action or this Settlement.

28 **F. Counterparts.**

1 The Agreement may be executed in one or more actual or non-original counterparts, all of
2 which will be considered one and the same instrument and all of which will be considered duplicate
3 originals.

4 **G. Authority.**

5 Each individual signing below warrants that he or she has the authority to execute this
6 Agreement on behalf of the party for whom or which that individual signs.

7 **H. No Third-Party Beneficiaries.**

8 Plaintiffs, Settlement Class Members, and Defendants are direct beneficiaries of this
9 Agreement, but there are no third-party beneficiaries.

10 **I. Modification.**

11 This Agreement may not be changed, altered, or modified, except in a writing signed by the
12 counsel for the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree
13 that any dates contained in this Agreement may be modified by agreement of counsel for the Parties
14 in writing without approval by the Court if the Parties agree and cause exists for such modification.
15 This Agreement may not be discharged except by performance in accordance with its terms or by
16 a writing signed by the Parties.

17 **J. Deadlines Falling on Weekends or Holidays.**

18 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
19 legal holiday, that deadline shall be continued until the following business day.

20 **K. California Law Governs**

21 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
22 according to the laws of the State of California.

23 **L. Severability.**

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

1 **M. Consolidation of Claims.**

2 Plaintiffs agree to file a consolidated Complaint in the Ford Action. Plaintiffs will dismiss
3 the claims in the Lopez Action without prejudice. Plaintiffs will file an amended complaint prior
4 to filing a motion for preliminary approval of the Settlement in the Ford Action that will add the
5 PAGA claims asserted in the Lopez Action. As part of the amended complaint in the Ford Action,
6 Plaintiffs will add Rene Lopez as a class representative in the Ford Action.

7 **N. Binding on Successors and Assigns.**

8 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
9 or assigns of the Parties hereto, as previously defined.

10 **O. Waiver.**

11 No waiver of any condition or covenant contained in this Settlement Agreement or failure
12 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
13 a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 **P. Enforcement Action.**

15 In the event that one or more of the Parties institutes any legal action or other proceeding
16 against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
17 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
18 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
19 fees incurred in connection with any enforcement actions.

20 **Q. Mutual Preparation.**

21 The Parties have had a full opportunity to negotiate the terms and conditions of this
22 Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than
23 another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties,
24 it being recognized that, because of the arms-length negotiations between the Parties, all Parties
25 have contributed to the preparation of this Settlement Agreement.

26 **R. Representation by Counsel.**

27 The Parties acknowledge that they have been represented by counsel throughout all
28 negotiations that preceded the execution of this Agreement, and that this Agreement has been

executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

S. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Date: April 30, 2022

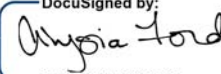
RENE LOPEZ, on behalf of himself and all others similarly situated



RENE LOPEZ, Plaintiff

Date: 5/2/2022, 2022

ALYSIA FORD, on behalf of herself and all others similarly situated

DocuSigned by:


ALYSIA FORD, Plaintiff

Date: April 19, 2022

BOAVIDA COMMUNITIES, LLC and THE BOAVIDA GROUP, LP, Defendants



Name: ELIAS WEINER

Position: Manager of BoaVida Communities LLC
Manager of The BoaVida Group GP LLC,
General Partner of The BoaVida Group LP

1 APPROVED AS TO FORM:

2 Date: 05 / 03 / 2022, 2022

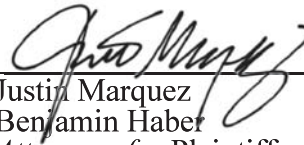
THE SPIVAK LAW FIRM

3 

4 David Spivak
5 Caroline Tahmassian
6 *Attorneys for* Plaintiffs and Proposed Class
7 Counsel

8 Date: May 2, 2022

WILSHIRE LAW FIRM

9 

10 Justin Marquez
11 Benjamin Haber
12 *Attorneys for* Plaintiffs and Proposed Class
13 Counsel

14 Date: April 19, 2022

MEDINA McKELVEY LLP

15 

16 Alexander Medina
17 Timothy Nelson
18 *Attorneys for* BoaVida Communities, LLP and
19 The BoaVida Group, LP
20
21
22
23
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Alysia Ford, et al. v. BoaVida Communities, LLC; The BoaVida Group
Superior Court of California for the County of Sacramento, Case No. 34-2021-00299610

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because BoaVida's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment. However, your legal rights are affected whether you act or do not act.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Named Plaintiffs Rene Lopez and Alysia Ford ("Named Plaintiffs") and Defendants BoaVida Communities, LLC and The BoaVida Group ("BoaVida") (Named Plaintiffs and BoaVida are collectively referred to as the "Parties") in the case entitled *Alysia Ford, et al. v. BoaVida Communities, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2021-00299610 (the "Action").

By order of the Superior Court of California for the County of Sacramento (the "Court" or "Sacramento County Superior Court"), preliminary approval of the class action settlement was granted on [Date of Preliminary Approval]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means current and former hourly-paid or non-exempt employees who were employed by BoaVida in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 1, 2019 through _____.

"PAGA Member" means current and former hourly-paid or non-exempt employees who were employed by BoaVida in California at any time during the PAGA Period.

"PAGA Period" means the time period from December 13, 2019 through _____.

II. BACKGROUND OF THE ACTION

On February 16, 2021, Named Plaintiff Rene Lopez commenced an action for civil penalties pursuant to the Private Attorneys General Act (the "PAGA") against BoaVida entitled *Rene Lopez v. BoaVida Communities, LLC*, Los Angeles County Superior Court, Case No. 21STCV06244. Named Plaintiff Lopez alleged that BoaVida violated California law by failing to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain requisite payroll records, and failed to reimburse business expenses. Named Plaintiff Lopez sought, among other things, civil penalties and attorneys' fees and costs as a result of these alleged violations of the California Labor Code.

On April 28, 2021, Named Plaintiff Alysia Ford commenced a proposed class action against BoaVida entitled *Alysia Ford v. BoaVida Communities, LLC, The BoaVida Group, LP*, Sacramento County Superior Court, Case No. 34-2021-00299610. Named Plaintiff Ford alleged that BoaVida violated California law by failing to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and thereby engaged in unfair business

practices in violation of the California Business and Professions Code. Named Plaintiff Ford seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Together, the *Lopez* PAGA Action and the *Ford* Class Action are referred to in this notice as "the Action". On [redacted], a First Amended Consolidated Complaint was filed in the *Ford* Class Action to consolidate the Plaintiffs and claims in the Action.

BoaVida denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with federal, state, and local laws. BoaVida also denies that the Action is appropriate for class or representative action treatment.

The Parties participated in a full day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Settlement and Release ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator") and Named Plaintiffs Rene Lopez and Alysia Ford as representatives of the Class ("Class Representatives").

The Court has also appointed the following counsel as counsel for the Class ("Class Counsel"):

David Spivak, Esq.
Caroline Tahmassian, Esq.
The Spivak Law Firm
8605 Santa Monica Bl, PMB 42554
West Hollywood, California 90069
Telephone: (213) 725-9094 / Fax: (213) 634-2485

Justin Marquez, Esq.
Benjamin Haber, Esq.
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988 / Fax: (213) 381-9989

BoaVida's counsel is:

Alexander Medina, Esq.
Timothy Nelson, Esq.
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by BoaVida that the claims in the Action have merit or that BoaVida has any liability to Named Plaintiffs or to Class Members. Named Plaintiffs and BoaVida, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total maximum settlement amount is Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion from the Settlement ("Settlement Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount, less the

following payments which are subject to approval by the Court: (1) Class Counsel Award, consisting of attorneys' fees in an amount not to exceed 33.33% of the Maximum Settlement Amount (i.e., \$91,666.67) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00) to Class Counsel; (2) a Service Award in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) each to Named Plaintiffs Lopez and Ford for their services in the Action (total of \$30,000.00); (3) Settlement Administration Expenses in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to the Settlement Administrator; (4) a payment to the Labor and Workforce Development Agency in the amount of Three Thousand Dollars (\$3,000.00) for civil penalties; and (5) One Thousand Dollars (\$1,000.00) that will be paid to Class Members on a proportional basis who worked during the PAGA Period for civil penalties.

Settlement Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member was employed by BoaVida as a non-exempt or hourly employee in California during the Class Period ("Workweeks"). They will also receive proportional share of allocation to the Class Members under PAGA who worked during the PAGA Period based on Workweeks. Workweeks will be calculated by determining the number of weeks that a Class Member recorded work time in BoaVida's timekeeping system during the Class Period.

Each Individual Settlement Share shall be allocated twenty percent (20%) as wages which will be reported on an IRS Form W2 and eighty percent (80%) as penalties and interest which will be reported on an IRS Form 1099. Employer's share of payroll taxes and contributions due on the wages portion of the Individual Settlement Shares will be paid by BoaVida in addition to the Maximum Settlement Amount. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on BoaVida's Records

According to BoaVida's records:

From July 1, 2019 through _____, you were employed by BoaVida as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) be mailed to the Settlement Administrator at the address specified in Section IV.B below, **by [Response Deadline]**; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Alysia Ford, et al. v. BoaVida Communities, LLC*, 34-2021-00299610); and (5) clearly articulate the number of Workweeks you believe is correct and attach any supporting documentation.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for employee's share of payroll taxes due on the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

In addition, if you worked as a non-exempt or hourly employee during the PAGA Period, you will receive a check for civil penalties based on the number of weeks that you worked during the PAGA Period.

D. Released Claims

Upon the Effective Date, Named Plaintiffs and all Class Members who have not submitted a timely and valid Request for Exclusion from the Settlement (i.e., Settlement Class Members) will be deemed to have fully and completely released and forever discharged all Released Claims he or she may have or had with respect to the Released Parties.

“Released Claims” means any and all wage-related claims that were alleged in the Action or which could have been alleged in the Action based on the facts asserted in the Action arising during the Settlement Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay all hours worked pursuant to California Labor Code sections 200, 226, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 200, 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 200, 226.7, and 512 and the IWC Wage Orders; (4) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (8) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2802 and 2804 and the IWC Wage Orders; (9) alleged violations of California Business & Professions Code sections 17200, *et seq.*; and (10) alleged violations of California Labor Code section 2698-2699, *et seq.*

“Released Parties” means BoaVida and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

E. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to Thirty-Three and One Third percent (33.33%) of the Maximum Settlement Amount (i.e., an amount of up to \$91,666.67) and reimbursement of litigation costs and expenses in an amount of up to Thirty-Five Thousand Dollars (\$35,000.00), subject to approval by the Court. All attorneys’ fees, costs, and expenses awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel have been prosecuting the Action on behalf of Named Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Service Award to Named Plaintiffs

Named Plaintiffs Lopez and Ford will each seek the amount of Fifteen Thousand Dollars (\$15,000.00) as Service Awards (total of \$30,000.00), in recognition of their services in connection with the Action. The Service Awards will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Named Plaintiffs in addition to their Individual Settlement Payment that they are entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Your Individual Settlement

Payment will be mailed to you and will remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be turned over to the California Unclaimed Property Fund, pursuant to California Civil Procedure Code § 384.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, at the following address:

Phoenix Settlement Administrators

[Address]

A Request for Exclusion must: (1) be mailed to the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Alysia Ford, et al. v. BoaVida Communities, LLP*, 34-2021-00299610); and (5) contain words that clearly describe your intention to opt out of the Settlement, such as: "I elect to exclude myself from the settlement in the *Ford* litigation."

If the Court grants final approval of the Settlement, any Class Member who timely and validly requests exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not request exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Whether or not you request exclusion, you will receive a check for your portion of the PAGA payment, and you will be bound by the release of the PAGA claims in this settlement.

C. Object to the Settlement

You can object to the Settlement, or any portion thereof, as long as you have not submitted a Request for Exclusion.

To object, you must do so in a writing that must: (1) be served onto the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Alysia Ford, et al. v. BoaVida Communities, LLC*, 34-2021-00299610); (5) clearly state the legal and factual basis for your objection; (6) indicate whether you intend to appear and object to the Settlement at the Final Approval Hearing; and (7) if you are represented by counsel, indicate the name, address, and telephone number of any such counsel.

You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection. However, if you have an attorney who will represent you in your objection to the Settlement, that attorney must file a notice of appearance with the Court and serve Class Counsel and BoaVida's Counsel no later than [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department ____ of the Sacramento County Superior Court, located at 813 6th Street, Sacramento, California 95814, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the Class Counsel Award to Class Counsel, the Service Award to Named Plaintiffs, and the Settlement Administration Expenses to the Settlement Administrator, and the PAGA payments.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear in person or remotely if you wish to. Please see <https://www.saccourt.ca.gov/civil/docs/pn-civil-remote-and-in-person-proceedings-effective-monday-january-3-2022.pdf> for information on how to schedule remote appearances.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL OR COUNSEL FOR BOAVIDA.