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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA**

JEANETTE OSMAN-BRAVARD, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PLACER TITLE COMPANY, a California
corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No. CU21-085315

**DECLARATION OF MAI
TULYATHAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 21, 2022
Time: 10:00 a.m.
Dept.: 6

Complaint Filed: March 19, 2021
FAC Filed: March 26, 2021

DECLARATION OF MAI TULYATHAN

I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Named Plaintiff Jeanette Osman-Bravard (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On January 21, 2021, Plaintiff submitted a written notice to the LWDA, alleging violations of Labor Code §§ 201-203, 226, 510, 558, and 1194, pursuant to the PAGA, Labor Code § 2699.

3. On March 15, 2021, Plaintiff filed a charge with the Department of Fair Housing and Employment (“DFEH”), alleging claims for age discrimination, wrongful termination, and other claims in violation of Government Code § 12940, *et seq.*

4. On March 19, 2021, Plaintiff filed a complaint against Defendant in the Superior Court of California, County of Nevada, alleging class and individual causes of action for: (1) age discrimination in violation of the FEHA; (2) wrongful termination in violation of public policy; (3) intentional infliction of emotional distress; (4) violation of Labor Code §§ 510, 558, and 1194; (5) violation of Labor Code § 226(a); and (6) violation of Business & Professions Code § 17200, *et seq.*

5. On March 26, 2021, Plaintiff filed a First Amended Complaint, adding a seventh cause of action for violation of Labor Code § 2698, *et seq.* The First Amended Complaint is the operative Complaint (“Complaint”).

6. Plaintiff’s class and PAGA claims as pled in the Complaint are predicated upon the following allegations. Plaintiff contends that Defendant failed to pay overtime wages at the correct regular rate of pay. Specifically, Plaintiff contends that Defendant failed to factor non-discretionary remuneration, including commission wages, into the calculation of the regular rate for purposes of paying overtime, and thus Plaintiff and employees were underpaid overtime wages. Plaintiff also alleges derivative wage statement claims under Labor Code § 226(a). Specifically, as a result of the regular rate claim, Plaintiff asserts that the corresponding wage statements issued to Plaintiff and other employees failed to identify accurate hourly rates of pay for overtime wages and gross and net wages

1 earned whenever overtime wages were paid. As a result of these alleged violations, Plaintiff seeks
2 unpaid wages, waiting time penalties, statutory penalties, and civil penalties under the California Labor
3 Code and PAGA, as well as attorneys' fees and costs.

4 7. Following the exchange of formal discovery, the Parties agreed to participate in private
5 mediation. In connection with mediation, the Parties agreed to exchange informal discovery to allow
6 Plaintiff to assess the claims and liability, as well as analyze the maximum exposure of damages and
7 penalties. Defendant produced class data, including the number of putative class members, the hourly
8 rates of pay, number of workweeks, payroll data for the putative class, sample wage statements and
9 timekeeping records for putative class members, and pertinent policies regarding overtime and
10 commission payments.

11 8. On April 13, 2022, the Parties engaged in a full-day mediation with mediator Russell J.
12 Wunderli, Esq. While the Parties did not resolve the claims at mediation, the Parties continued
13 settlement negotiations for several months facilitated by Mr. Wunderli. After thorough investigation
14 and evaluation of the facts and claims, and further arm's length negotiations, the Parties and their
15 counsel reached the current settlement. In resolution of Plaintiff's class and PAGA claims, the Parties
16 entered into the Joint Stipulation of Class Action Settlement ("Settlement Agreement"), a true and
17 correct copy of which is attached hereto as **Exhibit A**.

18 9. Plaintiff's individual claims were resolved separately in a confidential settlement
19 agreement.

20 10. The Parties recognize the risk, expense, and delay in continuing litigation with the class
21 and PAGA claims, and believe the Settlement to be fair, reasonable, and adequate.

22 11. Each side has apprised the other of their respective factual contentions, legal theories, and
23 defenses, resulting in negotiations taking place between the Parties.

24 12. Based on the class data provided by Defendant, Plaintiff estimated that Defendant would
25 face potential liability of up to approximately \$1,300,000.00 for Plaintiff's class claims if Plaintiff
26 succeeded at trial. Plaintiff was able to estimate the potential class penalties based on class data
27 provided by Defendant, including the sample time and pay records of class members. Specifically, for
28 Plaintiff's overtime regular rate claim, Plaintiff calculated the amount of unpaid wages at approximately

1 \$10,000.00, based on approximately 260 employees who were underpaid overtime wages during the
2 Class Period; and approximately \$600,000.00 in waiting time penalties, based on approximately 100
3 former employees who were paid an average hourly rate of \$25.00. Plaintiff also calculated standalone
4 Labor Code § 226(e) penalties of \$699,600.00, based on 7,202 deficient wage statements with payment
5 of overtime wages during the Class Period.

6 13. With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated that
7 Defendant could face civil penalties of up to at least \$2,520,700.00 if Plaintiff were successful at trial on
8 all claims. However, even assuming Plaintiff ultimately prevails on her PAGA claims, the Court still
9 has discretion to reduce any PAGA penalties.

10 14. The total amount of class and PAGA penalties amount to approximately \$3,820,700.00,
11 without discounting for potentially losing on any of the causes of action. The Gross Settlement Amount
12 is \$417,500.00, which is approximately **10.9%** of the maximum class and PAGA penalties.

13 15. Although Plaintiff believes in the merits of the alleged claims and maintains that there is
14 no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise defenses to the
15 claims and further with respect to the reduction of PAGA penalties and that it could be persuasive to the
16 Court. The Gross Settlement Amount was premised with this risk in mind, associated with the
17 possibility of the Court significantly reducing Plaintiff's PAGA penalties, along with other attendant
18 risks, even if Plaintiff was to prevail at trial.

19 16. Although Plaintiff believes that the class can be certified, Plaintiff also believes in the
20 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in
21 not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the
22 possibility of non-certification, and the potential for appeals.

23 17. Pursuant to the Stipulation, the Net Settlement Amount will be apportioned among the
24 Class Members on a pro rata basis, based on the Class Score of each respective Participating Class
25 Member, as compared to the total Class Score of all Participating Class Members during the Class
26 Period. *See* Stipulation ¶ 36. Based thereon, on a raw average, each Class Member may potentially
27 recover approximately \$880.13. The amount actually paid to each Class Member may increase or
28 decrease depending on the actual amount of Notary Fees and Overtime Payments earned by a Class

1 Member during the Class Period and the number of opt-outs received.

2 18. Despite the asserted fairness of the settlement terms, as set forth in the Notice of Class
3 Action Settlement, should any Class Member wish to pursue his or her own case for the claims being
4 released herein, each Class Member has the right to submit a request for exclusion (*i.e.*, opt-out) from
5 the settlement, with the exception of the PAGA claims. Attached hereto as **Exhibit B** is a true and
6 correct copy of the proposed Notice of Class Action Settlement (“Notice Packet”) to be sent to Class
7 Members.

8 19. The Settlement Agreement provides for the payment of the Settlement Administrator for
9 the administration of this current settlement. The Parties have agreed to an estimated payment of no
10 more than \$7,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, to send
11 notices and to administer this settlement. *See* Stipulation ¶¶ 28, 34. Phoenix Settlement Administrators
12 is a well-recognized class action settlement administrator.

13 20. The terms of the Settlement Agreement provide that uncashed checks (upon the
14 expiration date) shall be distributed to Loaves and Fishes, a non-profit organization that provides
15 services to those experiencing homelessness, in accordance with California Civil Procedure § 384.
16 Attached as **Exhibit C** is a true and correct copy of the mission and history from the Loaves and Fishes
17 website. I do not have any relationship with or connection to said organization.

18 21. Based on their own independent investigation and evaluation, the Parties and their
19 respective counsel are of the opinion that settlement for the consideration and on the terms set forth in
20 the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Class and
21 Defendant in light of all known facts and circumstances and the expenses and risks inherent in litigation.

22 22. From the inception of the case, Class Counsel has zealously represented the interests of
23 the Class. Class Counsel engaged in significant discussions with opposing counsel to obtain informal
24 data and documents and to discuss the merits of the claims on behalf of the Class. This settlement was
25 obtained for the benefit of the Class, as opposed to the individual Class Representative.

26 23. I have spent significant time researching and pursuing the claims that have been alleged
27 in this action. The Parties engaged in formal and informal discovery and participated in the exchange of
28 class data and Defendant’s pertinent policies and practices. Based on my review of all the documents

1 and information, and based on my experience in class action litigation, I believe this settlement to be
2 fair, adequate, and reasonable.

3 24. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel
4 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had
5 Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of
6 time, money and other resources without any benefit or return. In addition, had Plaintiff also failed to
7 prevail in the present case, Defendant would have been able to seek costs in connection with their
8 defense of the case.

9 25. I am one of the primary attorneys on this matter. My qualifications are as follows: I
10 received my J.D. from Loyola Law School in 2017. I received the First Honors Award in Legal
11 Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil
12 Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff
13 Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of
14 California, for the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County
15 District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District
16 Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in
17 Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was awarded the
18 Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the
19 Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation
20 from law school, I was admitted to the California Bar in December 2017.

21 26. I am currently an associate at the law firm Diversity Law Group, P.C., an employment
22 law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and
23 defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior
24 Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court,
25 Monterey County Superior Court, as well as the United States District Courts for the Central, Northern,
26 Southern, and Eastern Districts of California.

27 27. I am currently handling and/or have handled numerous wage and hour class action and
28 PAGA lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (Case Number 5:17-cv-00062-

1 LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD); *Hernandez v.*
2 *Wells Fargo Bank, N.A.* (Case Number 16CV299319); *Lao v. H & M Hennes & Mauritz, L.P.* (Case
3 Number 5:16-cv-333 EJD); *Arroyo v. Int'l Paper Company* (Case Number 5:17-cv-06211-BLF); *Baker*
4 *v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999
5 (Lead Case No. 17CV003723); and *Garcia v. Apex Systems, LLC, et al.* (Case Number RG19014709).

6 28. In 2018, I argued before the California Court of Appeal, Second Appellate District, in the
7 case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171,
8 LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case
9 Number A146819, Alameda Sup. Ct. No. RG15761142). In that same year, I also assisted the firm in
10 successfully obtaining class certification and partial summary judgment by the United States District
11 Court, Central District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number
12 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

13 29. I have also been approved as class counsel in numerous other wage/hour class actions.
14 Most recently, I was approved as class counsel in the cases *Garcia v. Wal-Mart Associates, Inc., et al.*
15 (Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Case Number 17CV314186),
16 *Song v. THC – Orange County, Inc.* (Case No. 8-17-cv-965-JLS (DFM)), and *Hernandez v. Wells Fargo*
17 *Bank National Ass'n, et al* (Case No. 16-CV-299319). Moreover, I was granted final approval as class
18 counsel in *California Forensic Medical Group Wage and Hour Cases* (Case No. JCCP4999), *Valles v.*
19 *Community Hospital of the Monterey Peninsula* (Case No. 17CV003452), *Chavez v. Hugo Boss Retail,*
20 *Inc.* (Case No. 18CV322644), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (Case No. 16-CV-
21 299319), *Mendez v. Falcon Trading Company* (Case No. 19CV004512), *Khan v. Amy's Kitchen, Inc.*
22 (Case No. SCV-266127), and *Truong v. DS Services of America, Inc.* (Case No. FCS054399). I acted as
23 lead counsel in these cases listed above.

24 30. My co-counsel and I will adequately represent the Class Members in this action.
25 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
26 conclusion. I have no conflicts with the Class and will adequately represent the Class.

27 31. On September 29, 2022, Plaintiff uploaded the Joint Stipulation of Class Action
28 Settlement to the LWDA's website. Attached hereto as **Exhibit D** is a true and correct copy of the of the

1 LWDA confirmation.

2 32. Concurrent with the filing of this Motion, Plaintiff uploaded this motion and proposed
3 order to the LWDA's website

4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct.

6 Executed on this 29th day of September 2022, at Los Angeles, California.

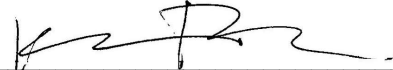
7 
8 Mai Tulyathan

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NEVADA

JEANETTE OSMAN-BRAVARD, as an
 individual and on behalf of all others
 similarly situated,

Plaintiff,

vs.

PLACER TITLE COMPANY, a California
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. CU21-085315

[Assigned for all purposes to the Hon. Thomas
 M. Anderson, Dept. 6]

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

Complaint Filed: March 19, 2021
 FAC Filed: March 26, 2021

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement is made and entered into by and between
3 Plaintiff Jeanette Osman-Bravard (“Plaintiff”), individually and on behalf of others similarly
4 situated, and Defendant Placer Title Company (“Defendant”). Plaintiff and Defendant will at
5 times be referred to collectively as the “Parties” and may individually be referred to as a “party.”

6 **RECITALS**

7 WHEREAS, Plaintiff was employed by Defendant during a portion of the alleged Class
8 Period, defined below as the period from September 22, 2016, through July 1, 2022.

9 WHEREAS, on March 19, 2021, Plaintiff filed a Class and Individual Complaint against
10 Defendant in the Superior Court of California, County of Nevada, Case Number CU-085315,
11 entitled *Jeanette Osman-Bravard v. Placer Title Company* (the “Action”).

12 WHEREAS, on March 26, 2021, Plaintiff filed her operative First Amended Class,
13 Representative, and Individual Complaint in the Action. Plaintiff asserts individual causes of
14 action against Defendant for: Age Discrimination in Violation of California Government Code §
15 12940(a); Wrongful Termination in Violation of Public Policy; and Intentional Infliction of
16 Emotional Distress. Plaintiff also asserts class and representative PAGA claims for Violation of
17 California Labor Code §§ 201-203, 226(a), 510, 558, and 1194; Violation of California Business
18 and Professions Code § 17200, *et seq.*; and Violation of Labor Code § 2698, *et seq.*

19 WHEREAS, the Parties want to resolve and settle the dispute that has arisen between them,
20 as well as any other claims, asserted or not asserted, that either party may have against the other
21 arising out of Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, and Business &
22 Professions Code § 17200, *et seq.*, and facts or events alleged in connection with said claims,
23 known or unknown, occurring up to and including the date of execution of this Agreement.

24 Therefore, in consideration of the promises in this Agreement, the Parties agree as follows:

25 **DEFINITIONS**

26 The following definitions are applicable to this Agreement. Definitions contained
27 elsewhere in this Agreement shall also be effective:

28 1. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint

1 Stipulation of Class Action Settlement.

2 2. "Class" or "Class Member(s)" means all current and former non-exempt
3 employees of Defendant in the State of California who received overtime pay and notary fees
4 from Defendant in the same pay period, at any time during the Class Period.

5 3. "Class Counsel" means Larry W. Lee, Howard L. Magee, and Mai Tulyathan of
6 Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

7 4. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
8 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
9 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
10 associated with documenting the Settlement, providing any notices required as part of the
11 Settlement or Court order, securing the Court's approval of the Settlement, administering the
12 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
13 request attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount for Four
14 Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents (\$417,500.00), i.e. the sum
15 of One Hundred Thirty-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents
16 (\$139,166.67), and litigation costs not to exceed Fifteen Thousand Dollars (\$15,000.00), subject
17 to the Court finally approving this Settlement. Defendant has agreed not to oppose Class Counsel's
18 request for Class Counsel Fees and Costs. Any portion of the Class Counsel Award not awarded
19 to Class Counsel shall be added to the Net Settlement Amount.

20 5. "Class List" means information regarding all Class Members that Defendant will
21 diligently and in good faith compile from its records and provide to the Settlement Administrator
22 after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office
23 Excel format and will include each Class Member's full name; employee number (if applicable);
24 most recent mailing address; Social Security Number; the number of pay periods each Class
25 Member received overtime pay and notary fees from Defendant in the same pay period during the
26 Class Period.

27 6. "Class Period" means the period from September 22, 2016, through July 1, 2022.

28 7. "Class Representative" or "Plaintiff" means Plaintiff Jeanette Osman-Bravard.

1 8. “Class Representative Enhancement Payment” means the amount that the Court
2 authorizes to be paid from the Gross Settlement Amount to the named Plaintiff in consideration
3 for executing a general release and in recognition of her efforts and risks in assisting with the
4 prosecution of the Action on behalf of Class Members. Plaintiff will request and Defendant will
5 not oppose Plaintiff’s application to the Court for a Class Representative Enhancement Payment
6 of Seven Thousand Five Hundred Dollars (\$7,500.00) from the Gross Settlement Amount for
7 Plaintiff’s willingness to serve and efforts undertaken as the Class Representative.

8 9. “Counsel for Defendant” means Graham M. Cridland and Gabriel Ullrich of
9 Ericksen Arbuthnot.

10 10. “Court” means the Superior Court for the State of California, County of Nevada, or
11 any other court taking jurisdiction of the Action.

12 11. “Class Score” means the total number of dollars of combined Notary Fees and
13 Overtime Payments earned by a Class Member during the Class Period.

14 12. “Effective Date” means (a) the date the Court grants final approval if no valid
15 objections have been filed; or (b) if one or more valid objections have been filed but no appellate
16 proceedings have been initiated, thirty (30) calendar days after the date the Court enters an order
17 granting final approval of the Settlement; or (c) if one or more valid objections have been filed,
18 and an appeal, writ, or other appellate proceeding has been initiated, the date on which any appeal,
19 writ, or other appellate proceedings has been finally and conclusively dismissed with no right to
20 pursue further remedies or relief.

21 13. “Final Approval” means the Court order granting final approval of the Settlement
22 Agreement.

23 14. “Gross Settlement Amount” means the maximum settlement amount of Four
24 Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents (\$417,500.00) to be paid by
25 Defendant as a result of this Settlement Agreement. The Gross Settlement Amount includes all
26 Individual Settlement Payments to Participating Class Members, the Class Representative
27 Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement
28 Administrator, the PAGA Payment (including payment to the LWDA), and Class Counsel Fees

1 and Costs (except employer-side employment taxes). In no event will Defendant be required to
2 pay more than the Gross Settlement Amount, except that Defendant shall pay the employer's share
3 of the payroll taxes separately from and in addition to the Gross Settlement Amount. Any interest
4 that accrues in the escrow account created by the Settlement Administrator shall also be added to
5 the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary, such that no
6 portion of the Gross Settlement Amount shall revert to Defendant. Defendant represents that there
7 are no more than 260 individuals that comprise the Class, and that there are no more than 100
8 former employees within the Class.

9 15. "Individual Settlement Payment" means the amount payable from the Net
10 Settlement Amount to each Participating Class Member.

11 16. "Net Settlement Amount" means the balance of the Gross Settlement Amount
12 remaining after deduction of the approved Class Representative Enhancement Payment,
13 Settlement Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel
14 Fees and Costs. The entire Net Settlement Amount is the maximum amount that will be available
15 for distribution to Participating Class Members.

16 17. "Notice of Objection" means a Class Member's valid and timely written objection
17 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full
18 name, address, and telephone number; (b) a written statement of basis for the objection; and (c)
19 the objector's signature. The objector may include any copies of papers, briefs, or documents upon
20 which the objection is based. The Notice of Objection must be returned by mail or fax to the
21 Settlement Administrator at the specified address/facsimile indicated in the Notice Packet, and be
22 postmarked/fax stamped on or before the Response Deadline. The date of the postmark/fax stamp
23 will be the exclusive means of determining whether a Notice of Objection is timely.

24 18. "Notice Packet" means the Notice of Class Action Settlement, substantially in the
25 form attached hereto as **Exhibit A**, and as approved by the Court.

26 19. "PAGA Payment" means the portion of the Gross Settlement Amount that the
27 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private
28 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, "PAGA"). The amount of the

PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members' claims arising under PAGA. Pursuant to the PAGA, seventy-five percent (75%), *i.e.* the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), of the PAGA Payment shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25%, *i.e.* the sum of Five Thousand Dollars and Zero Cents (\$5,000.00), of the PAGA Payment shall become part of the Net Settlement Amount to be distributed to Participating Class Members. This settlement will be forwarded to the LWDA by Class Counsel or the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

20. "Parties" means Plaintiff, on behalf of herself and Participating Class Members, and Defendant collectively.

21. "Participating Class Members" means all Class Members who do not opt out of the settlement by submitting a valid and timely Request for Exclusion.

22. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

23. "Released Claims" means the following claims as pled and alleged in the operative complaint and derivative claims related thereto arising from the facts as alleged in the operative complaint, including:

- a. Any and all claims for failure to pay overtime wages at the regular rate of pay pursuant to Labor Code §§ 201-203, 510, 558, and 1194, that accrued during the Class Period;
- b. Any and all claims for inaccurate wage statements pursuant to Labor Code § 226, that accrued during the Class Period; and
- c. Any and all claims for civil penalties under the PAGA predicated on the failure to pay overtime wages at the regular rate of pay and failure to provide accurate wage statements pursuant to Labor Code §§ 201-203, 226, 510,

558, and 1194, that accrued during the Class Period.

d. Any and all claims based on alleged unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders which are premised on violations of Labor Code §§ 201-203, 510, 558, and 1194, that accrued during the Class Period.

e. Any and all claims asserted in the Complaint against Defendant in the Superior Court of California, County of Nevada, Case Number CU-085315 for which class certification was requested in the Complaint.

24. “Released Parties” means Defendant, as well as its predecessors, successors, and all former, current, and future owners, divisions, its respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers, and trustees.

25. “Request for Exclusion” means a timely written letter submitted by a Class Member indicating a request to be excluded from/opt out of the Settlement. In order to be deemed valid, the Request for Exclusion must: (a) clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, and telephone number of the Class Member requesting exclusion; (c) be signed by the Class Member; and (d) be returned by mail or fax to the Settlement Administrator at the specified address/facsimile indicated in the Notice Packet postmarked/fax stamped on or before the Response Deadline. The date of the postmark/fax stamp will be the exclusive means of determining whether a Request for Exclusion is timely.

26. “Response Deadline” means forty-five (45) days after the Settlement Administrator initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit Requests for Exclusion or Notices of Objection to the Settlement.

27. “Settlement” means the agreement among the Parties to resolve the class and PAGA claims alleged in this Action, as set forth in this Stipulation.

28. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement Agreement. The Parties each represent that they

do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

29. "Settlement Administration Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are estimated not to exceed Seven Thousand Dollars (\$7,000.00). Any portion of the Settlement Administration Costs not used or approved by the Court shall become part of the Net Settlement Amount.

TERMS OF AGREEMENT

30. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount of Four Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents (\$417,500.00) as specified in this Agreement in full satisfaction of all class and PAGA claims arising from the Action, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Fees and Costs; (3) Class Representative Enhancement Payment; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA Payment (including LWDA payment). Defendant agrees to pay the employer-side employment taxes for the wage portion of the settlement in addition to the Gross Settlement Amount. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as stated in this paragraph with respect to employer-side tax obligations.

31. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount and employer-side taxes on the wage portion of the Individual Settlement Payments into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator, from which the Settlement Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement.

32. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to one-third (1/3) of the Gross

1 Settlement Amount, i.e., the sum of One Hundred Thirty-Nine Thousand One Hundred Sixty-Six
2 Dollars and Sixty-Seven Cents (\$139,166.67), and costs in the amount of up to Fifteen Thousand
3 Dollars (\$15,000.00), which shall be paid from the Gross Settlement Amount. The Settlement
4 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys'
5 fees, costs, and expenses. Any portion of the Class Counsel Fees and Costs not awarded to Class
6 Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members
7 as provided in this Agreement.

8 33. Class Representative Enhancement Payment. Defendant agrees not to oppose or
9 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment
10 of up to Seven Thousand Five Dollars (\$7,500.00) to Plaintiff. The Class Representative
11 Enhancement Payment shall be paid from the Gross Settlement Amount and shall be paid in
12 addition to Plaintiff's Individual Settlement Payment as a Participating Class Member. The
13 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class
14 Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay
15 any and all applicable taxes on her Class Representative Enhancement Payment and shall hold
16 harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or
17 interest arising as a result of the Class Representative Enhancement Payment. Any portion of the
18 Class Representative Enhancement Payment not awarded to Plaintiff shall be added to the Net
19 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

20 34. Settlement Administration Costs. The Settlement Administrator shall be paid for
21 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to
22 exceed Seven Thousand Dollars (\$7,000.00). These costs, which shall be paid from the Gross
23 Settlement Amount, shall include, *inter alia*, for printing the Class Notice, distributing, tracking,
24 and mailing the Notice Packet, performing any searches to locate any Class Members and update
25 addresses, calculating estimated amounts per Class Member, tax reporting, distributing the
26 Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified
27 Settlement Fund, administering and distributing the Class Representative Enhancement Payment,
28 Class Counsel Fees and Costs and payment to the LWDA for PAGA penalties, and providing

1 necessary certification of completion of notice, reports and declarations, and other responsibilities
2 as requested by the Parties. Any portion of the Settlement Administration Costs not allowed shall
3 be added to the Net Settlement Amount and shall be distributed to Class Members as provided in
4 this Agreement.

5 35. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
6 Twenty Thousand Dollars (\$20,000.00) of the Gross Settlement Amount shall be designated for
7 satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay
8 seventy-five percent (75%) of the PAGA payment, i.e. the sum of Fifteen Thousand Dollars and
9 Zero Cents (\$15,000.00), to the LWDA. The remaining twenty-five percent (25%), i.e., the sum
10 of Five Thousand Dollars and Zero Cents (\$5,000.00), shall be part of the Net Settlement Amount
11 to be distributed to Participating Class Members as per this Agreement.

12 36. Calculation of Individual Settlement Payments. The Net Settlement Amount shall
13 be used to satisfy Individual Settlement Payments to Participating Class Members from the
14 Settlement Class in accordance with the terms of this Agreement. The Settlement Administrator
15 will divide the Net Settlement Amount proportionally to the total of Notary Fees and Overtime
16 Payments made to the class members during the Class Period. For each Class Member, the
17 Settlement Administrator will add the total Notary Fees earned in the Class Period to the total
18 Overtime Payments during the Class Period, and take the total amount as that Class Member's
19 Class Score. The Total Settlement Amount will be divided by the Class Score and then provided
20 to each Class member in shares based on their Class Score such that the payment to each Class
21 Member will be proportional to their total Notary Fees and Overtime Payments (the Class Score)
22 during the Class Period. Participating Class Members are entitled to 100% of the Net Settlement
23 Amount. Defendant maintains no reversionary right to any portion of the Net Settlement
24 Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator
25 shall proportionately increase the Individual Settlement Payments for each Participating Class
26 Member so that the amount actually distributed to Participating Class Members equals 100% of
27 the Net Settlement Amount.

28 37. Treatment of Individual Settlement Payments. The Individual Settlement

1 Payments shall be allocated 20% as W-2 wages and 80% as 1099 payments for penalties and
2 interest. The Individual Settlement Payments will be paid to Participating Settlement Class
3 Members subject to reduction for all employees' share of typical withholdings and taxes associated
4 with the wage-portion of the Individual Settlement Payments. The employer's share of taxes for the
5 wage portions of the Individual Settlement Payments shall be paid by Defendant separately and in
6 addition to Defendant's payment of the Gross Settlement Amount.

7 38. Administration of Taxes by the Settlement Administrator. The Settlement
8 Administrator will also report payments under the Settlement to all required taxing and other
9 authorities, taking and transmitting the appropriate employee's and employer's share of
10 withholdings and taxes with respect to the wage portions of the Individual Settlement Payments,
11 and issuing IRS W-2 and 1099 forms or other tax forms as may be required by law for all amounts
12 paid pursuant to this Agreement. The Settlement Administrator, in connection with the operation
13 and implementation of this Settlement Agreement (including, without limitation, expenses of tax
14 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or
15 failing to file the informational and other tax returns described in this Agreement), shall be treated
16 as, and considered to be, costs of administration of this Settlement and thus part of the Settlement
17 Administration Costs.

18 39. Tax Liability. Defendant makes no representation as to the tax treatment or legal
19 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
20 relying on any statement, representation, or calculation by Defendant or by the Settlement
21 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
22 they will be solely responsible for the payment of any taxes and penalties (i.e., Social Security,
23 Medicare, federal and state income taxes, SDI, etc.) assessed on their respective payments
24 described herein and will defend, indemnify, and hold Defendant and the Released Parties free and
25 harmless from and against any claims, taxes, penalties, and/or assessments resulting from
26 treatment of such payments as wages or non-taxable damages.

27 40. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

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

23 41. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
24 calculated with, and is premised on, a maximum of 260 Class Members eligible to participate in
25 the Settlement, and Defendant’s representation of a maximum of 100 former employees in the
26 Class during the Class Period. If as of the date of Preliminary Approval, the total number of Class
27 Members exceeds 260, then the Gross Settlement Amount shall be increased by $1/260^{\text{th}}$ per
28 employee (\$1605.77) in addition to the stated estimate.

1 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
2 Participating Class Members under this Agreement, the Enhancement Payment made to Plaintiff,
3 as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate
4 any additional benefits under any benefit plans to which Plaintiff or any Class Members may be
5 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
6 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather,
7 it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts
8 to which any Class Members may be entitled under any benefit plans.

9 43. Settlement Administration Process. The Parties agree to cooperate in the
10 administration of the Settlement and to make all reasonable efforts to control and minimize the
11 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator
12 shall provide the following services:

- 13 a. Establish and maintain a Qualified Settlement Fund account;
- 14 b. Calculate the amount of Individual Settlement Payment that each Class
15 Member is eligible to receive;
- 16 c. Prior to mailing the Notice Packet, the Settlement Administrator will verify
17 the last known address for each Class Member through a generally utilized, national address update
18 database;
- 19 d. Printing and mailing the Class Notice;
- 20 e. Establishing and maintaining a toll-free informational telephone support
21 line to assist Class Members who have questions regarding the Notice Packet;
- 22 f. Conducting additional address searches for mailed Notice Packets that are
23 returned as undeliverable, and to the extent new and more current addresses are found, the
24 Settlement Administrator will also reprint and re-mail Notice Packets accordingly;
- 25 g. Calculating Participating Class Members' settlement share, fielding
26 inquiries from Class Members, and administration of any Requests for Exclusion received. This
27 service will include settlement proceed calculations, printing and issuance of checks, and
28 preparation of W-2 and 1099 Forms. Basic accounting for and payment of all payroll tax

1 deductions to be withheld and the deductions will also be included as part of this service; and

2 h. Providing declarations, providing any forms submitted by Class Members,
3 and/or other information to the Court as requested.

4 44. Delivery of the Class List and Data. Within fifteen (15) calendar days of
5 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement
6 Administrator.

7 45. Notice by First-Class U.S. Mail. Within seven (10) calendar days after receiving
8 the Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet
9 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
10 addresses identified in the Class List.

11 46. Confirmation of Contact Information in the Class List. Prior to mailing, the
12 Settlement Administrator shall perform a search based on the National Change of Address
13 Database for information to update and correct for any known or identifiable address changes.

14 47. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
15 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the
16 Settlement's principal terms and where to find further information regarding the Settlement and
17 any documents; (3) each Class Member's estimated Individual Settlement Payment and the
18 formula for calculating Individual Settlement Payments, if they do not request to be excluded; (4)
19 instructions on how to submit valid Requests for Exclusion, or Notices of Objection; (5) the
20 deadlines by which the Class Member must submit the Requests for Exclusion or Notices of
21 Objection to the Settlement; (6) the date for the final approval hearing; and (7) the claims to be
22 released. The Notice Packet will also inform Class Members that, in order to receive the Individual
23 Settlement Payment, they do not need to do anything except keep the Settlement Administrator
24 apprised of their current mailing addresses.

25 48. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
26 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
27 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
28 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding

1 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
2 address using a skip-trace, or other search using the name, address and/or Social Security Number
3 of the Class Member involved, and shall then perform a re-mailing. Those Class Members who
4 receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15)
5 calendar days from the original Response Deadline.

6 49. Request for Exclusion Procedures. Any Class Member may opt-out from the
7 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
8 postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name,
9 address, and telephone number of the person requesting exclusion; (2) state that the Class Member
10 does not wish to be included in the Settlement; and (3) be signed by the Class Member. The
11 Request for Exclusion must be returned by mail or fax to the Settlement Administrator at the
12 specified address/facsimile, and be postmarked on or before the Response Deadline. The date of
13 the postmark shall be the exclusive means to determine whether a Request for Exclusion has been
14 timely submitted. By submitting such a Request for Exclusion, a Class Member shall be deemed
15 to have exercised his or her option to opt out of the Action and not be bound by this Agreement.
16 Accordingly, a Class Member that timely submits a valid Request for Exclusion will not be entitled
17 to any payments under this Settlement and will not be bound by the terms of the Settlement. Any
18 Class Member who fails to submit a valid and timely Request for Exclusion on or before the
19 Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms
20 of the Settlement, if the Settlement is granted final approval by the Court. Upon request, the
21 Settlement Administrator shall provide counsel for the Parties with a list of Class Members who
22 have timely submitted a Request for Exclusion. No Party will encourage any Class Member to opt
23 out of the Settlement.

24 50. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
25 Member who does not opt-out of the Settlement by submitting a valid and timely Request for
26 Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including
27 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court.

28 51. Objection Procedures. Any Class Member who does not opt-out of this Settlement

1 shall be entitled to object to the Settlement. To submit a written Notice of Objection to the
2 Settlement, a Class Member should return by mail or fax a written statement of objection to the
3 Settlement Administrator at the specified address or facsimile by the Response Deadline. The
4 Notice of Objection must include: (a) the objector's full name, address, and telephone number; (b)
5 a written statement of basis for the objection; and (c) the objector's signature. The objector may
6 include any copies of papers, briefs, or documents upon which the objection is based. The Notice
7 of Objection must be returned by mail and/or fax to the Settlement Administrator at the specified
8 address/facsimile indicated in the Notice Packet, and should be postmarked and/or fax stamped on
9 or before the Response Deadline. The date of the postmark/fax stamp on the Notice of Objection
10 shall be deemed the exclusive means for determining that a Notice of Objection is timely. Class
11 Members who submit a valid and timely Notice of Objection will have the right to appear at the
12 final approval hearing to have their objections heard by the Court, at their own expense. Any Class
13 Member who does not submit a Notice of Objection in compliance with this section shall be
14 deemed to have waived any objection(s), shall be conclusively deemed a Participating Class
15 Member, and shall be precluded from making any objection(s) (including by appeal or otherwise)
16 to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
17 encourage Class Members to submit written objections to the Settlement or appeal from the Order
18 and Judgment. Class Counsel shall not represent any Class Members with respect to any such
19 objections to this Settlement. An attorney who will represent an individual objecting to this
20 Settlement who has filed a written objection must file a notice of appearance with the Court and
21 serve Class Counsel and counsel for Defendant with this notice no later than the Response
22 Deadline. Any Class Member who submits a valid Request for Exclusion shall not be allowed to
23 object to this Settlement.

24 52. Defendant's Right to Rescind. If more than twenty percent (20%) of the Class
25 Members opt out of the settlement by submitting valid and timely Requests for Exclusion,
26 Defendant has the unilateral right in its sole discretion to rescind the Settlement Agreement. The
27 Parties agree that they will not encourage any Class Member to object to the Settlement or to opt
28 out. If Defendant exercises its option to rescind, Defendant shall: (a) provide written notice to

1 Class Counsel at least ten (10) business days prior to the final approval hearing, and (b) pay all
2 Settlement Administration Costs incurred by the Settlement Administrator up to the date of
3 Defendant's notice to rescind. In the event the Settlement is terminated, the Parties shall proceed
4 in all respects as if this Agreement had not been executed.

5 53. Settlement Administrator's Reports of Information. The Settlement Administrator
6 shall provide Counsel for Defendant and Class Counsel a weekly report which certifies the number
7 of Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
8 Administrator will provide to counsel for both Parties any updated reports regarding the
9 administration of the Settlement as needed or requested. The Settlement Administrator shall also
10 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,
11 if requested by Parties' counsel, the Settlement Administrator shall forward any Requests for
12 Exclusion to the Parties' counsel so that they can determine whether the requests are valid and
13 timely.

14 54. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar
15 days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue
16 payments to (1) Participating Class Members; (2) the Labor and Workforce Development Agency;
17 (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a payment to
18 itself for services performed in connection with the Settlement.

19 55. Uncashed Individual Settlement Payments. Any checks issued by the Settlement
20 Administrator to Class Members shall be negotiable for not less than one hundred and eighty (180)
21 days from the date of their issuance. This is a non-reversionary settlement. All Individual
22 Settlement Payments to Class Members that remain un-cashed within one hundred eighty (180)
23 days of the mailing of Individual Settlement Payments by the Settlement Administrator shall be
24 paid out to the following *cy pres* recipient: Loaves and Fishes.

25 56. Certification of Completion. Upon completion of administration of the Settlement,
26 the Settlement Administrator shall provide a written declaration under oath to certify such
27 completion to the Court and counsel for all Parties.

28 57. Administration Costs if Settlement Fails or is Delayed. If an objection to the

1 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
2 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be
3 borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

4 58. No Prior Assignments. The Parties and their counsel represent, covenant, and
5 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
6 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
7 action, cause of action or right herein released and discharged.

8 59. Release of Claims by Participating Class Members. Upon funding of the Gross
9 Settlement Amount, for and in consideration of the mutual promises, terms, and conditions by
10 and between the Participating Class Members and Defendant set forth herein, the Participating
11 Class Members do hereby fully, finally and forever release, settle, relinquish, and discharge the
12 Released Parties from any and all Released Claims. Nothing in this Agreement shall be construed
13 to require Participating Class Members to waive or release rights which may not be waived or
14 released as a matter of applicable law. This release is final and binding on all Participating Class
15 Members.

16 60. Nullification of Settlement. In the event that the Settlement does not become final
17 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
18 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
19 likewise be treated as void from the beginning.

20 61. Disputes Regarding Individual Settlement Payments. In the event that Class
21 Members have a dispute as to the data provided by the Defendant, Class Members will have the
22 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement
23 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
24 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
25 Settlement Payments under the terms of this Agreement, and that determination shall be binding.

26 62. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
27 Settlement Administrator concerning the administration of the Settlement will be resolved by the
28 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel

1 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
2 the Court.

3 63. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
4 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
5 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
6 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent
7 to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
8 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
9 the proposed Notice Packet, attached to this Agreement as **Exhibit A**. If the Court declines to
10 approve the Settlement or approves it conditional on modifications to the settlement terms, the
11 Parties shall work in good faith to modify the settlement terms to obtain approval, provided that
12 the material terms of the Settlement are not affected.

13 64. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
14 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
15 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
16 Final Approval of the Settlement along with the amounts properly payable for: (i) Individual
17 Settlement Payments; (ii) the PAGA (including LWDA) Payment; (ii) the Class Counsel Fees and
18 Costs; (iii) the Class Representative Enhancement Payment; and (iv) Settlement Administration
19 Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final
20 approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
21 application to be heard at the Final Approval Hearing.

22 65. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
23 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
24 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
25 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
26 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
27 may be appropriate under court rules or as set forth in this Agreement.

28 66. Exhibits Incorporated by Reference. The terms of this Agreement include the terms

1 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
2 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

3 67. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
4 of the Parties' Settlement terms with respect to the settlement of the class and representative
5 PAGA claims for violation of Cal. Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et*
6 *seq.*, and Business & Professions Code § 17200, *et seq.*, as pled in the Action.

7 68. Amendment or Modification. This Agreement may be amended or modified only
8 by a written instrument signed by the Parties or their successors-in-interest.

9 69. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
12 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
14 other and use their best and good-faith efforts to effect the implementation of the Settlement. If
15 the Parties are unable to reach agreement on the form or content of any document needed to
16 implement the Settlement, or on any supplemental provisions that may become necessary to
17 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
18 such disagreement.

19 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and
20 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

21 71. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
22 governed by and interpreted according to the laws of the State of California.

23 72. Execution and Counterparts. This Agreement is subject only to the execution of all
24 Parties. However, the Agreement may be executed in one or more counterparts, including by
25 electronic scan, pdf, or DocuSign. All executed counterparts and each of them, including
26 electronic scan, pdf, DocuSign, and scanned copies of the signature page, shall be deemed to be
27 one and the same instrument provided that counsel for the Parties shall exchange among
28 themselves original signed counterparts.

1 73. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
2 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation,
4 taking into account all relevant factors, present and potential. The Parties further acknowledge that
5 they are each represented by competent counsel and that they have had an opportunity to consult
6 with their counsel regarding the fairness and reasonableness of this Agreement.

7 74. Invalidity of Any Provision. Before declaring any provision of this Agreement
8 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and
10 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
11 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
12 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
13 provision had never been included in this Agreement.

14 75. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
15 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the
16 amount Class Counsel requests, and either Party may appeal any order that materially alters the
17 Agreement's terms.

18 76. Class Action Certification. The Parties are agreeing to class certification for
19 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
20 admission of any kind by Defendant, including without limitation, that certification of a class for
21 trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can
22 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
23 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
24 will be restored to their respective positions in the lawsuit as if they had not entered into this
25 Agreement. The Parties further agree that this Settlement Agreement, or any documents or orders
26 issued related to this Settlement, will not be admissible, other than according to the Settlement's
27 terms, in this or any other proceeding as evidence that either: (i) a class action should be certified,
28 or (ii) Defendant is liable to Plaintiff or any Class Member.

1 77. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
3 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
4 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
5 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
6 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
7 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
8 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
9 an admission or concession by Defendant of any such violations or failures to comply with any
10 applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce
11 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
12 received as evidence in any action or proceeding to establish any liability or admission of any
13 nature on the part of Defendant, or to establish the existence of any condition constituting a
14 violation of, or a non-compliance with, federal, state, local or other applicable law.

15 78. Captions. The captions and section numbers in this Agreement are inserted for the
16 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
17 provisions of this Agreement.

18 79. Waiver. No waiver of any condition or covenant contained in this Agreement or
19 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
20 constitute a further waiver by such party of the same or any other condition, covenant, right or
21 remedy.

22 80. Enforcement Actions. Pursuant to California Code of Civil Procedure § 664.6, the
23 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
24 of the terms of this Agreement and all orders and judgments entered in connection therewith, and
25 the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
26 interpreting, implementing, and enforcing the settlement embodied in this Agreement and all
27 orders and judgments entered in connection therewith. In the event that one or more of the Parties
28 institutes any legal action or other proceeding against any other Party or Parties to enforce the

provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

81. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall 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.

82. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

83. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

84. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

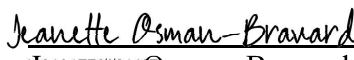
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

Dated: 8/25/2022

PLAINTIFF

DocuSigned by:


Jeanette Osman-Bravard

DEFENDANT PLACER TITLE COMPANY

DocuSigned by:

Dated: 8/31/2022 | 8:32:27 AM PDT



Name of Authorized Signatory

Darrell C. Martin

Executive Vice President, Secretary

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.

Dated: August 26, 2022



Howard L. Magee

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and

Aggrieved Employees

ERICKSEN ARBUTHNOT

Dated: September 1, 2022



Graham M. Cleveland

Attorneys for Defendant Placer Title
Company

EXHIBIT B

[CLASS MEMBER NAME]

Jeanette Osman-Bravard v. Placer Title Company

Superior Court of the State of California, County of Nevada

Case No.: CU21-085315

If you are a current or former non-exempt employee of Placer Title Company (“Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT
FROM THIS CLASS ACTION SETTLEMENT IS \$ [REDACTED].**

According to Defendant’s records, the total number of the total number of dollars of combined Notary Fees and Overtime Payments you earned between September 22, 2016, through July 1, 2022, is \$ [REDACTED]. Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be \$ [REDACTED].

- This lawsuit involves a class defined as: All current and former non-exempt employees of Defendant in the State of California who received overtime pay and notary fees from Defendant in the same pay period, at any time from September 22, 2016, through July 1, 2022.
- You are receiving this Notice because the records reflect that you may be a class member.
- In this lawsuit, Plaintiff Jeanette Osman-Bravard (“Plaintiff”) brings class and representative claims against Defendant for violations of California Labor Code §§ 201-203, 226(a), 510, 558, 1194, and 2698, *et seq.*, and California Business & Professions Code § 17200 (referred to as “Class and PAGA Claims” in this Notice). Specifically, Plaintiff alleges that she and other employees failed to receive proper overtime pay when notary fees were paid from Defendant in the same pay period. In addition, Plaintiff also alleges that Defendant failed to issue accurate itemized wage statements whenever overtime wages and notary fees were paid. Defendant denies Plaintiff’s allegations.
- After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties have reached a tentative settlement as to the Class and PAGA Claims, and the Court has preliminarily approved it. Although the Court has authorized the Parties to provide

this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Defendant's defenses.

- You will not be penalized or retaliated against by Defendant for participating in this settlement. If you are currently employed by Defendant, this settlement will not affect your employment in any way.
- You have several options available to you, which are explained in the chart below:

DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the same Class and PAGA Claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
ASK TO BE EXCLUDED (OPT OUT) (Deadline: _____, 2022)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendant separately for the same Class and PAGA Claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
OBJECT (Deadline: _____, 2022)	If you do not believe the settlement is fair, reasonable, or adequate, you can send a written objection to the Settlement Administrator by the deadline to have your objection heard by the Court. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

Your options are explained in this notice.
To opt out or object, you must act by **XXXXXX.**

1. Why did I get this notice?

A proposed settlement as to the Class and PAGA Claims has been reached in this lawsuit that was brought on behalf of Defendant's non-exempt employees. You have received this notice because Defendant's records indicate that you are a member of the settlement class.

2. What is this lawsuit about?

This lawsuit was filed on March 19, 2021, on behalf of all current and former non-exempt employees of Defendant in the State of California who were paid overtime and non-discretionary incentives, including without limitation, commission wages and "Notary Comm" wages in the same pay period, during the Class Period. "Class Period" is defined as the period from September 22, 2016, through July 1, 2022. The operative complaint alleges class and representative Private Attorney General Act ("PAGA") claims against Defendant for failure to pay overtime wages at the correct regular rate of pay in violation of California Labor Code §§ 201-203, 510, 558, and 1194, failure to provide accurate itemized wage statements in violation of California Labor Code § 226(a), engaging in unfair business practices in violation of California Business & Professions Code § 17200, *et seq.*

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's Class and PAGA Claims or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Defendant disputes Plaintiff's Class and PAGA Claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$417,500.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$139,166.67
- Litigation Costs: \$15,000.00
- Settlement Administration Costs to the Settlement Administrator: \$7,000.00
- Class Representative Service Award to Class Representative: \$7,500.00, for prosecuting the Class and PAGA Claims in this lawsuit on behalf of other employees and for providing a general release of all claims
- Payment to the Labor and Workforce Development Agency ("LWDA"): \$15,000.00,

representing its share of the settlement payment for the PAGA claims made in this lawsuit, pursuant to the California Labor Code § 2699.

After these deductions, and to the extent that the Court approves these amounts in full, approximately \$233,833.33 is estimated to be available for payment to the Class Members receiving this notice (“Net Settlement Amount”). These amounts may change and are subject to Court approval.

Each class member’s Individual Settlement Payment shall be determined as follows:

- The Net Settlement Amount will be apportioned among Class Members based on the total number of dollars of combined Notary Fees and Overtime Payments earned by a Class Member during the Class Period.

All Individual Settlement Payments will be treated as follows: 20% as payment for wages (subject to withholding of employment taxes and to be reported on IRS Forms W-2), and 80% as penalties and interest (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

According to Defendant’s records, the total number of the total number of dollars of combined Notary Fees and Overtime Payments earned by you during the Class Period and your estimated Individual Settlement Payment from the class settlement are identified on the first page of this Notice. If you disagree with the information and would like someone to look into the matter, please follow the procedure below.

6. What if I disagree with information or the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods you were paid overtime and non-discretionary remuneration in the same pay period, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

You must submit such information by **XXXX**. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, and that determination shall be binding.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything.** However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will release by doing nothing and participating in the settlement are as follows:

Any claims as pled and alleged in the operative complaint and derivative claims related thereto arising from the facts as alleged in the operative complaint, including:

- a. Any and all claims for failure to pay overtime wages at the regular rate of pay pursuant to Labor Code §§ 201-203, 510, 558, and 1194, that accrued during the Class Period;
- b. Any and all claims for inaccurate wage statements pursuant to Labor Code § 226, that accrued during the Class Period; and
- c. Any and all claims for civil penalties under the PAGA predicated on the failure to pay overtime wages at the regular rate of pay and failure to provide accurate wage statements pursuant to Labor Code §§ 201-203, 226, 510, 558, and 1194, that accrued during the Class Period.
- d. Any and all claims based on alleged unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders which are premised on violations of Labor Code §§ 201-203, 510, 558, and 1194, that accrued during the Class Period.
- e. Any and all claims asserted in the Complaint against Defendant in the Superior Court of California, County of Nevada, Case Number CU-085315 for which class certification was requested in the Complaint.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, [insert name of administrator], at the following address by XXXX.

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating that you wish to be excluded from the settlement; and (3) your signature. Your letter must be returned to the Settlement Administrator, postmarked or fax stamped on or before XXX.

If your Request for Exclusion is postmarked or fax stamped after XXX, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue Defendant separately for the same Class and PAGA Claims made in this lawsuit.

10. What if I have an objection?

If you believe that the settlement for the Class and PAGA Claims is not fair, reasonable, or adequate, you may submit an objection to the settlement in writing. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than **XXXX**. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) written basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be returned to the Settlement Administrator and postmarked or fax stamped on or before **XXX**. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

Class Members who submit a valid and timely written objection will have the right to appear at the final approval hearing to have their objection heard by the Court, at their own expense. Any Class Member who does not submit a written objection pursuant to the instructions in this Section will be deemed to have waived his or her objection, and will be precluded from making any objections to the settlement.

Any attorney who will represent an individual objecting to this Settlement who has filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than **XXXXXX**. The Final Approval Hearing will be held in Dept. 6 of the Nevada County Superior Court, located at **XXXXXXXXXXXX**, California on **XXXXXX**, 2022, at **XXX** (Pacific Time).

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 6 of the Nevada County Superior Court, located at **XXXXXXXXXXXX**, California on **XXXXXX**, 2022, at **XXX** (Pacific Time), to determine whether the settlement should be finally approved as

fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of settlement administration. You have a right to attend this hearing, **but you are not required to do so.** You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This Notice is a summary of the basic terms of the settlement of the Class and PAGA Claims. For further information, you may telephone the [INSERT SETTLEMENT ADMINISTRATION INFORMATION], or Class Counsel (listed above). You may also review the settlement agreement, which is on file with the Clerk of the Nevada Superior Court, xxxxxxxxxxxxxxxx, California.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS: Larry W. Lee, Howard L. Magee, and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group LLP, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or Defendant's counsel for information regarding this settlement.

EXHIBIT C



**SACRAMENTO
LOAVES & FISHES**

(<https://sacloaves.org/>)

WHO WE ARE

MISSION STATEMENT

In an environment of welcome, hospitality, safety, and cleanliness we seek to provide an oasis for homeless men, women, and children seeking survival services.



OUR PHILOSOPHY

Loaves & Fishes is a non-profit organization providing service in a spirit of love, radical hospitality and generosity to all those who come for assistance.

We are governed by a Board of Directors composed of representatives from various programs of Loaves & Fishes and leaders selected from the community who are concerned about the needs of the homeless and indigent poor.

We are motivated to serve in Loaves & Fishes out of compassion for the poor and disadvantaged. Through our actions we hope to communicate our respect and love for all who come to Loaves & Fishes for assistance.

We recognize the dignity and spiritual destiny of each person and hope by our attitude of hospitality and love to nourish not only the physical needs of those who come to Loaves & Fishes, but also their spiritual need for love, acceptance, respect and friendship. We serve each person with the knowledge that “as often as you did for one of my least brothers and sisters, you did it to me.” (Matthew 25:40)

We are called not only to respond to the material and spiritual needs of the individuals who turn to Loaves & Fishes, but also advocate with them and for them. Therefore, we call upon the community to be aware of its responsibility in both the causes and solutions of hunger and homelessness, the absence of basic health care, unemployment, and attitudes which rob our brothers and sisters of dignity, self-respect and self-confidence.

Our roots are in the Judeo-Christian tradition, and we continue to affirm and act out of this faith. At the same time we welcome as allies and co-workers, people whose roots are in other faiths and traditions. We respect and affirm each other in our differences. Furthermore, we welcome and serve as sisters and brothers all who come to Loaves & Fishes.

We value collaborating with diverse groups in the work of Loaves & Fishes and actively seek to involve volunteers from a variety of backgrounds. Within the guiding principles listed above, we respect the individual spirit and expression of each of the groups.



NO GOVERNMENT MONEY

We do not accept government funds and are the only homeless services organization in Sacramento of our size that is 100% funded by individual donors and community foundations. By not receiving funds from local/state/federal government entities, we are able to provide low, to no-barrier services for our guests, who often navigate complex systems of bureaucracy, and experience delays or barriers to access in essential

and life-saving services. With our funding resourced directly from the Sacramento community, we can continue to enact our mission of hospitality and belonging. However, we also recognize the importance of working with systems of government to push the dialogue and action forward on homeless advocacy.



PRIVACY POLICY

We care deeply about your privacy, that's why we never share, sell, rent, or trade your personal information with anyone else, nor send donor mailings on behalf of other organizations. We collect data from users when they submit a form, email, phone, or contact organizations representatives. We use this information to send thank you letters, keep our supporters updated on current news, and to alert the community of current needs. If at any time you would like to be removed from our mailing list you can call us at 916-446-0874 or email info@sacloaves.org (<mailto:info@sacloaves.org>)

In the spirit of hospitality and radical love, Loaves & Fishes is an oasis for guests seeking respite and a space of belonging. To ensure that our guests are served without judgement or barrier, we do not accept government funds. Our programs are 100% run by the generosity of individual supporters, local businesses, and community foundations.

Tax ID: 68-0189897



Address: 1351 North C. St. Sacramento, CA 95811



PO Box: PO Box 13495 Sacramento, CA 95813



Phone: 916-446-0874 Fax: 916-446-0875



Email: info@sacloaves.org (<mailto:info@sacloaves.org>)



Website powered by Neon One (<https://neon-one.com/products/neon-websites/>)

aceb com/l nstag
ook.c oave ram.c
om/l sand om/l
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EXHIBIT D