

1 FARZAD RASTEGAR, State Bar No. 155555
farzad@rastegarlawgroup.com
2 DANIELLE SHERROD, State Bar No. 225352
danielle@rastegarlawgroup.com
3 AJA M. TAORMINA, State Bar No. 293507
aja@rastegarlawgroup.com
4 **RASTEGAR LAW GROUP, APC**
5 22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
6 Tel.: (310) 961-9600
Fax: (310) 961-9094
7

8 Attorneys for Plaintiff Silvia Garcia,
9 individually, and on behalf of all other
similarly situated employees of Defendants

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

12 SILVIA GARCIA, individually, and on behalf of)
13 all other similarly situated current and former)
14 employees of Defendants,)

15 Plaintiff,)

16 vs.)

17 BHA HOSPITALITY, LLC, a Delaware limited)
18 liability company; and DOES 1 through 100,)
inclusive,)

19 Defendants.)
20)
21)
22)
23)
24)

CASE NO.: 21STCV10883

[Assigned for all purposes to the Honorable
Elihu M. Berle, Department 6]

**SUPPLEMENTAL DECLARATION OF
FARZAD RASTEGAR, ESQ. IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEY FEES**

Date: February 25, 2022
Time: 11:00 a.m.
Dept.: 6

25 I, FARZAD RASTEGAR, ESQ., declare as follows:

26 1. I am an attorney at law, duly licensed to practice before all courts of the State of
27 California. My firm, Rastegar Law Group, is attorney of record for Plaintiff SILVIA GARCIA
28 (“Plaintiff”) herein. Unless otherwise indicated, I have personal knowledge of the facts stated herein,
and, if called upon as a witness, I could and would competently testify thereto.

2. On January 20, 2022, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement and Declaration of Farzad Rastegar in support thereof. Attached as “Exhibit 1” to Mr. Rastegar’s Declaration was a copy of the parties’ “Stipulation of Settlement.” The Stipulation of Settlement was signed by all parties except Defendant, BHA HOSPITALITY, LLC (“Defendant”). The Motion was filed without the fully-executed Stipulation of Settlement because we anticipated Defendant’s signature would be forthcoming. On this date, January 27, 2022, Plaintiff received Defendant’s signature. A true and correct copy of the fully-executed Stipulation of Settlement is attached hereto as **Exhibit 1**. The Stipulation of Settlement is identical in every respect to the Stipulation of Settlement attached to Mr. Rastegar’s Declaration dated January 20, 2022 except that it contains Defendant’s signature.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of January, 2022, at Torrance, California.


FARZAD RASTEGAR
Attorney for Plaintiffs

Exhibit 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Agreement”) is reached by and between Plaintiff Silvia Garcia (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant BHA Hospitality LLC (hereinafter, “Defendant”). Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Farzad Rastegar and Danielle Sherrod of Rastegar Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Hazel U. Poci and Mojan Anari of Jackson Lewis P.C.

On March 19, 2021, Plaintiff filed a Complaint against Defendant in the Los Angeles County Superior Court, in the matter entitled *Silvia Garcia v. BHA Hospitality LLC*, Case No. CIV 21STCV10883 (the “Action”) alleging that Defendant is liable for the following claims: (1) failure to pay all wages due; (2) failure to pay overtime compensation; (3) failure to provide required meal periods; (4) failure to provide required rest breaks; (5) failure to provide accurate pay statements; (6) failure to pay all wages due to discharged or quitting employees; (7) unlawful business practices; and (8) representative action for civil penalties pursuant to Private Attorneys General Act (“PAGA”).

Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle all actual or potential claims by the Settlement Class (defined below).

Class Counsel in the Action diligently investigated the proposed Settlement Class’ claims against Defendant, Defendant’s defenses, and the applicable law. The investigation included, *inter alia*, the informal exchange of information and data.

On June 23, 2021, the Parties participated in mediation before Tripper Ortman (the “Mediator”), a respected mediator of wage and hour class actions. After a full day of negotiations, and with the Mediator’s assistance, the Parties stipulated to the material terms of this Stipulation of Settlement now before this Court.

The settlement discussions during and after mediation were conducted at arm’s-length and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant’s potential liability of total exposure in relation to the costs and risks associated with continued litigation.

Based on the data produced pursuant to informal discovery, as well as Class Counsel’s own independent investigation and evaluation, and the Mediator’s efforts, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances.

This Stipulation of Settlement is made and entered into by and between Plaintiff individually, and on behalf of all other members of the general public similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court’s approval. The

Parties expressly acknowledge that this Stipulation of Settlement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the following Settlement Class have been met:

All current and former non-exempt individuals who worked for or provided services to Defendant in California from March 1, 2018 until June 23, 2021.

The time period of March 1, 2018 through October 1, 2021 shall be referred to herein as the "Class Period."

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under § 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** As of the Effective Date and funding of the settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, related companies, subsidiaries, affiliates, parents, insurers, and attorneys (collectively the "Released Parties"), as follows:

Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period, with respect to the following claims: (1) failure to pay all wages due; (2) failure to pay overtime compensation; (3) failure to provide required meal periods; (4) failure to provide required rest breaks; (5) failure to provide accurate pay statements; (6) failure to pay all wages due to discharged or quitting employees; (7) unlawful business practices; and (8) representative action for civil penalties pursuant to PAGA (collectively, "Released Claims"). The effective period of the Released Claims shall be the same time period as the Class Period.

A. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties for the time

period March 1, 2018 through October 1, 2021. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by § 1542 of the California Civil Code, which provides:

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

B. PAGA Group Released Claims. As of the Effective Date, each member of the PAGA class, and without the need to manually sign a release document, in exchange for the consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, related companies, subsidiaries, affiliates, parents, insurers, and attorneys (collectively the "Released Parties"), from any and all claims, rights, liabilities, and causes of action that were or could have been brought against the Released Parties for civil penalties pursuant to the PAGA that were alleged or could have been alleged under the Labor Code, Wage Orders, or other state or local wage and hour laws, whether known or unknown, based on the facts and legal theories contained in the Action including, but not limited to: (1) failure to pay all wages due; (2) failure to pay overtime compensation; (3) failure to provide required meal periods; (4) failure to provide required rest breaks; (5) failure to provide accurate pay statements; (6) failure to pay all wages due to discharged or quitting employees; and (7) unlawful business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pled in the operative complaint ("PAGA Released Claims"). Following the Effective Date and funding of the settlement, all members of the PAGA group will release the Released Parties from the PAGA Released Claims that accrued during the PAGA period. PAGA group members cannot opt out of or object to the within PAGA release.

Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff; and (iii) rights or claims arising from this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay Two Hundred and EightyFive Thousand Dollars and Zero Cents (\$285,000.00) in full and complete settlement of the Action.

A. The Parties have agreed to engage a mutually agreeable Settlement Administrator as the "Settlement Administrator" to administer this Settlement.

- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) ("Final Approval Order") if no objections to the Settlement are filed or if an objection is filed but is withdrawn prior to the Final Approval Order; or in the event there are written objections filed prior to the Final Approval hearing which are not thereafter withdrawn prior to the Final Approval Hearing, the later of the following events: (i) the day after the last day by which a notice of appeal of the Final Approval Order may be timely filed with the court of appeals; (ii) if an appeal is filed and finally adjudicated by ruling, dismissal, denial or otherwise or the day after the last day for filing a request for further review of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed and there is final adjudication by ruling, dismissal, denial or otherwise by the appellate court and further review of the appellate court's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) review is accepted, the day the California Supreme Court affirms the settlement.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- i. All payments (including interest) to the Settlement Class;
 - ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Fifteen Thousand Dollars and No Cents (\$ 15,000.00);
 - iii. Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Service Award, in recognition of her contributions to the Action and her service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - iv. Up to thirty-three percent (33 1/3%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus up to twenty one thousand dollars (\$21,000) in costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than seventeen thousand dollars (\$17,000). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - v. Six Thousand Dollars and Zero Cents (\$ 6,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Four Thousand Five Hundred Dollars and Zero Cents (\$ 4,500.00) will be

payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Five Hundred Dollars and Zero Cents (\$ 1,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
 - i. Each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
- C. PAGA Amount: One Thousand Five Hundred Dollars and Zero Cents (\$ 1,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each participating Settlement Class member who was employed by or provided services to Defendant at any time from January 15, 2020 until October 1, 2021 shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the period of January 15, 2020 until October 1, 2021 and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the time period from January 15, 2020 until October 1, 2021 and the denominator of which is the total number of Workweeks worked by all Settlement Class members who were employed by or provided services to Defendant at any time from January 15, 2020 until October 1, 2021 who do not opt out of the Settlement during the time period of January 15, 2020 until October 1, 2021.
- D. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating

Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: twenty percent (20%) as wages and eighty-five percent (80%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Parties agree that Defendant is not providing any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement.

The employer's share of payroll taxes on the wage allocation of the Settlement Award shall be paid separately from the Gross Settlement Amount.

- F. Each member of the Settlement Class who receives a Settlement Award must cash that check within 120 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 120 days after mailing will be delivered to the *cypres* agreed to by the Parties as required by Code of Civil Procedure Section 384.
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- H. This Settlement Agreement shall become effective on the latter of: (i) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (ii) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (iii) the final resolution of any appeal that has been filed ("Effective Date").

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 33 1/3 % of the Gross Settlement Amount, which is currently estimated to be ninety-five thousand dollars (\$95,000). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed twenty-one thousand dollars (\$21,000) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those

objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Seventy Five Hundred Dollars and Zero Cents (\$7,500.00), for Plaintiff's time and risk in prosecuting this case, and service to the Settlement Class. This award will be in addition to the Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Amount of PAGA Payment not Material.** Any change in the requested PAGA civil penalties amount is not a material term of this Settlement Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Settlement Agreement shall still remain in effect.

9. **Settlement Administrator.** Defendant will not object to Plaintiff seeking permission to pay up to Fifteen Thousand Dollars and Zero Cents (\$ 15,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for establishing a Qualified Settlement Fund pursuant to § 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement and holding the various payments from Defendant comprising the Gross Settlement Amount, sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Rastegar Law Group, APC as Class Counsel;
- C. Appointing Silvia Garcia as Class Representative for the Settlement Class;
- D. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- E. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award), and directing the mailing of same; and
- F. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, Social Security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within fifteen (15) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (b) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (c) be signed by the Settlement Class member; and (d) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (a)-(c), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a

written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must: (i) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (iv) be postmarked no later than the Response Deadline.

- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period, and the total number of Workweeks worked by the Settlement Class members during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed

shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. In the event that: (a) the Court does not finally approve the settlement as provided herein; or (b) the settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. The Parties agree that this Settlement Agreement remains protected by California Evidence Code §1152.

14. **Option to Terminate Settlement.** The number of opt-outs by Settlement Class members is not to exceed 5% percent of the total Settlement Class or total number of workweeks of the Settlement Class, or Defendant has the right to terminate the Settlement. If the number of Settlement Class members exceeds 886, the Gross Settlement Amount shall be increased by \$325.24 for each person over the 886 Settlement Class members.

15. **Either Party's Option to Terminate the Settlement.** Subject to the obligation(s) of mutual full cooperation, either Party may terminate this Settlement if the Court: (a) enters an order denying Preliminary Approval with prejudice; (b) enters an order denying Final Approval; (c) declines to enter the final judgment in substantially the same form submitted by the Parties; or (d) the Final Approval Order and Judgment do not become final because of appellate court action after all appeals have been exhausted. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any party, class member or attorney, except that the terminating Party shall pay the Claims Administrator for services rendered up to the date the Claims Administrator is notified that the settlement has been

terminated.

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

17. **Plaintiff's Waiver of Right to Be Excluded and Object.** Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein. For good and valuable consideration, Plaintiff further agrees that she will not request to be excluded from this Settlement Agreement. Any such request for exclusion by Plaintiff will be void and of no force or effect.

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

19. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

///

///

///

///

20. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Hazel U. Poei and Mojan Anari, Jackson Lewis, P.C., 725 South Figueroa Street, Suite 2500, Los Angeles, CA 90017; hazel.poei@jacksonlewis.com, mojan.anari@jacksonlewis.com

if to Plaintiff: Farzad Rastegar, and Danielle E. Sherrod, Rastegar Law Group, APC, 22760 Harthorne Boulevard, Suite 200, Torrance, CA 90505; farzad@rastegarlawgroup.com, danielle@rastegarlawgroup.com

21. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

22. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

23. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

///

///

///

///

///

///

///

///

///

///

///

24. Confidentiality Provision. Plaintiff, Defendant and Class Counsel will keep the settlement confidential through preliminary approval and will not make any public disclosures of the settlement, except as required to obtain preliminary approval from the Court. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restrictions against any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Thereafter, the Parties will agree not to have any communications with the media, make any comments to the media or otherwise publicize the terms of the settlement. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any media comment on the settlement and its terms. Class Counsel further agree not to use the settlement of this Action or any of its terms for any marketing purpose.

Dated: Jan 20, 2022

SILVIA GARCIA

By: 
Plaintiff and Settlement Class Representative

Dated:

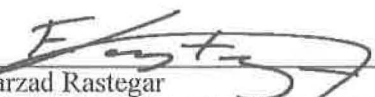
BHA HOSPITALITY LLC

By: _____

Approved as to Form;

Dated: January 20, 2022

RASTEGAR LAW GROUP, APC

By: 
Farzad Rastegar
Attorneys for Plaintiff, SILVIA GARCIA

Dated: January 19, 2022

JACKSON LEWIS P.C.

By: 
Hazel U. Poei
Mojan Anari

Attorneys for Defendant
BHA HOSPITALITY LLC

24. Confidentiality Provision. Plaintiff, Defendant and Class Counsel will keep the settlement confidential through preliminary approval and will not make any public disclosures of the settlement, except as required to obtain preliminary approval from the Court. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restrictions against any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Thereafter, the Parties will agree not to have any communications with the media, make any comments to the media or otherwise publicize the terms of the settlement. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any media comment on the settlement and its terms. Class Counsel further agree not to use the settlement of this Action or any of its terms for any marketing purpose.

Dated: SILVIA GARCIA

By: _____
Plaintiff and Settlement Class Representative

Dated: BHA HOSPITALITY LLC

Approved as to Form:

Dated:

AST DISMSID 1/25/2022
[Signature]
RASTEGAR LAW GROUP, APC

By: _____
Farzad Rastegar
Attorneys for Plaintiff, SILVIA GARCIA

Dated: January 19, 2022

JACKSON LEWIS P.C.

[Signature]
By: Hazel U. Poei
Mojan Anari

Attorneys for Defendant
BHA HOSPITALITY LLC