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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE TISCARENO, individually and on
behalf of other members of the general public
similarly situated; CRISTIAN
MARKOVICH, individually and on behalf of
other members of the general public similarly
situated; ADAM YANCY, individually and
on behalf of other members of the general
public similarly situated; ANTHONY
SHELTON, individually and on behalf of
other members of the general public similarly
situated; ISHAM ELDREGE, Individually
and on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

BROADWAY TYPEWRITER COMPANY,
INC. DBA AREY JONES EDUCATIONAL
SOLUTIONS, a California corporation; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: BC695668

*Assigned for all purposes: Honorable Carolyn B.
Kuhl, Dept. SS12*

CLASS ACTION

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony Shelton, and Isham Eldrege, and Defendant Broadway Typewriter Company, Inc. dba Arey Jones Educational Solutions.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action, entitled "*Tiscareno v. Broadway Typewriter Company, Inc., dba Arey Jones Educational Solutions*" Case No. BC695668, pending before the Los Angeles County Superior Court.

3. "Class Counsel" means Protection Law Group, LLP and Lawyers for Justice, P.C.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.* Two Hundred and Sixty-Nine Thousand Two Hundred and Twenty Dollars (\$269,220.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Sixty Thousand Dollars (\$60,000.00) subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class

1 Period; (7) total pay periods during the PAGA Period; and (8) any other information required by
2 the Settlement Administrator in order to effectuate the terms of the Settlement.

3 6. "Class" or "Class Members" means all current and former hourly-paid, non-
4 exempt employees of Defendant who were employed by Defendant in the State of California at
5 any time during the Class Period.

6 7. "Class Period" means the period from February 28, 2014, through February 4,
7 2021.

8 8. "Class Representatives" means Plaintiffs Jose Tiscareno, Cristian Markovich,
9 Adam Yancy, Anthony Shelton, and Isham Eldrege in their capacity as representatives of the
10 Participating Class Members.

11 9. "Class Representative Enhancement Payment" means the amount that the Court
12 authorizes to be paid to Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony
13 Shelton, and Isham Eldrege, in addition to their Individual Settlement Payments, in recognition
14 of the efforts and risks they have taken in assisting with the prosecution of the Action and in
15 exchange for the General Release of their claims as provided herein.

16 10. "Court" means the Superior Court of the State of California for the County of
17 Los Angeles.

18 11. "Defendant" means Broadway Typewriter Company, Inc. dba Arey Jones
19 Educational Solutions.

20 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all
21 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an
22 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed
23 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in
24 a way that does not alter the terms of the settlement; and (d) the date on which the Order on Final
25 Approval is no longer subject to a motion to vacate or set aside the judgment and if filed, the
26 time for any petition for re-argument, appeal or review thereof has expired (30 days after entry of
27 Judgment).

1 13. “Final Approval” means the Court entering an order granting final approval of the
2 Settlement Agreement.

3 14. “Gross Settlement Amount” means the sum of Seven Hundred and Sixty-Nine
4 Thousand Two Hundred Dollars (\$769,200).). The Gross Settlement Amount is non-reversionary
5 and no portion of the Gross Settlement Amount will return to Defendant; provided, however,
6 Defendant will receive the Off-Set Credit to the Gross Settlement Amount for amounts already
7 paid to some Class Members.

8 15. “Individual Settlement Payment” means the amount payable from the Net
9 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
10 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
11 Payments shall be paid by a Settlement Check made payable to Participating Class Members
12 and/or PAGA Members.

13 16. “Net Settlement Amount” means the funds available for payments to the Class,
14 which shall be amount remaining after the following amounts are deducted and credited from the
15 Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
16 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs Jose
17 Tiscareno, Cristian Markovich, Adam Yancy, Anthony Shelton, and Isham Eldrege; (5) the
18 PAGA Payment to the LWDA and PAGA Members; and (6) the Off-Set Credit to Defendant.

19 17. “Notice” means the Notice of Class Action Settlement in a form substantially
20 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last
21 known addresses and which will provide Class Members with information regarding the Action
22 and information regarding the settlement of the Action.

23 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
24 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

25 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in
26 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
27 2698, *et seq.*)(“PAGA”). The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of
28 the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’ PAGA Claims.

1 Seventy Five Percent (75%) of this amount (\$30,000.00) will be paid to the California Labor and
2 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five
3 Percent (25%) of this amount (\$10,000.00), will be distributed to PAGA Members. PAGA
4 Members will receive payment from the employee portion of the PAGA Payment regardless of
5 their decision to participate in the class action if the PAGA Payment is approved by the Court.

6 20. "PAGA Period" means the period from February 28, 2017, until February 4,
7 2021.

8 21. "PAGA Members" means all current and former non-exempt employees of
9 Defendant who were employed by Defendant in the state of California at any time during the
10 PAGA Period.

11 22. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean
12 either Plaintiffs or Defendant, individually.

13 23. "Participating Class Members" means all Class Members who do not submit valid
14 and timely Requests for Exclusion.

15 24. "Plaintiffs" means Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony
16 Shelton, and Isham Eldrege.

17 25. "Preliminary Approval" means the Court order granting preliminary approval of
18 the Settlement Agreement.

19 26. "Prior Release Payments" means the individual settlement payments Defendant
20 issued after the filing of this litigation to certain Class Members in exchange for their individual
21 release of the released claims.

22 27. "Objection" means a Class Member's valid and timely written objection to the
23 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
24 address, telephone number, last four digits of the employees' social security number or employee
25 ID number and (b) a written statement of all grounds for the objection accompanied by legal
26 support, if any, for such objection.

27 28. "Off-Set Credit" means the credit in the amount of Seventy-One Thousand Seven
28 Hundred Dollars (\$71,700) that Defendant will receive to the Gross Settlement Amount in

1 recognition that Defendant has made prior payments in such amount made to certain Class
2 Members in exchange for their individual release of the released claims.

3 29. “Released Claims” means claims, rights, demands, liabilities and causes of
4 actions that are alleged or reasonably could have been alleged based on the facts and claims
5 asserted in the operative complaint in the Action and the operative PAGA Notice including the
6 following claims: (i) failure to pay all regular wages, minimum wages, overtime and double time
7 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
8 provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business
9 expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages
10 timely at time of termination or resignation; (vii) failure to provide timely pay wages during
11 employment (including a claim under the Industrial Welfare Commission Wage Orders,
12 and common law including conversion); (viii) unfair business practices that could have been
13 premised on the claims, causes of action or legal theories of relief described above or any of the
14 claims, causes of action or legal theories of relief pleaded in the operative complaint; (ix) failure
15 to maintain required payroll records; (x) all claims under the California Labor Code Private
16 Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims,
17 causes of action or legal theories described above or any of the claims, causes of action or legal
18 theories of relief pleaded in the operative complaint including but not limited to Labor Code
19 sections 210, 226.3, 1197.1, 558, and 2699; and (xi) claims for attorneys’ fees arising from the
20 claims alleged above. The Released Claims include claims meeting the above definition under
21 any and all applicable California or federal laws, statutes, regulations, and Wage Orders.

22 30. “Released Parties” means Defendant Broadway Typewriter Company, Inc. dba
23 Arey Jones Educational Solutions and its past, present and/or future, direct and/or indirect,
24 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
25 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
26 divisions, predecessors, successors, assigns, and joint venturers.

27 31. “Request for Exclusion” (i.e., an “Opt Out”) means a valid and timely written
28 statement submitted by a Class Member requesting to be excluded from the Action. To be

1 effective, the Request for Exclusion must contain (a) the Class Member's name, address,
2 telephone number, and the last four digits of the Class Member's Social Security number and/or
3 the Employee ID number and (b) a clear statement requesting to be excluded from the settlement
4 of the class claims similar to the following: "I wish to exclude myself from the class settlement
5 reached in the matter of *Tiscareno v. Broadway Typewriter Company, Inc.* I understand that by
6 excluding myself, I will not receive money from the settlement of my individual claims." To be
7 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
8 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the
9 release of claims arising under the Private Attorneys General Act.

10 32. "Response Deadline" means the date sixty (60) days after the Settlement
11 Administrator mails Notice to Class Members and the last date on which Class Members may
12 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
13 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
14 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
15 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
16 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
17 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
18 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
19 express agreement between Class Counsel and Defendant. Under no circumstances, however,
20 will the Settlement Administrator have the authority to unilaterally extend the deadline for Class
21 Members to submit a Request for Exclusion or objection to the settlement.

22 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

23 34. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent
24 that they do not have any financial interest in the Settlement Administrator or otherwise have a
25 relationship with the Settlement Administrator that could create a conflict of interest.

26 35. "Settlement Administration Costs" mean the costs payable from the Gross
27 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
28 but not limited to, printing, distributing, and tracking documents for this Settlement.

1 calculating/confirming the Class Member Workweeks from the information contained in the
2 Class List, calculating each Participating Class Member's Individual Settlement Payment, tax
3 reporting, distributing the Gross Settlement Amount, providing necessary reports and
4 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
5 as requested by the Parties. Settlement Administration Costs shall not exceed Eleven Thousand
6 Three Hundred and Twenty-Five Dollars (\$11,325).

7 36. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and
8 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

9 TERMS OF AGREEMENT

10 37. Filing of Amended Complaint: The parties shall file a stipulation and order to
11 permit the filing of an amended complaint that shall add a cause of action under the Private
12 Attorneys General Act, California Labor Code section 2699 et seq.

13 38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount
14 (less the Off-Set Credit) and all applicable employer-side payroll taxes following Final Approval
15 by the Court and the occurrence of the Effective Date. The following will be paid out of the
16 Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class
17 Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payment,
18 and the Settlement Administration Costs, as specified in this Agreement. Except for any
19 employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in
20 the number of workweeks as set forth below, Defendant shall not be required to pay more than
21 the Gross Settlement Amount. The Gross Settlement Amount (less the Off-Set Credit) is non-
22 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

23 39. Potential Increase to the Gross Settlement Amount: Defendant has represented
24 there are approximately 37,890 Workweeks as of September 15, 2020 and approximately 509
25 class members. Should the actual number of Workweeks during the period between February 28,
26 2014, and September 15, 2020 increase by more than ten percent (10%) (i.e. by more than 3,789
27 Workweeks) Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis equal to
28 the percentage increase in the number of Workweeks worked by the Class Members above 10%.

1 For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will
2 increase by 1%.

3 40. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
4 the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (less
5 the Off-Set Credit) and all applicable employer-side payroll taxes into a Qualified Settlement
6 Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all
7 information necessary for the Settlement Administrator to calculate necessary payroll taxes
8 including its official name, 8 digit state unemployment insurance tax ID number, and other
9 information requested by the Settlement Administrator, no later than seven (7) calendar days of
10 the Effective Date.

11 41. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
12 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
13 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
14 Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's
15 Fees and Costs; and (e) Settlement Administration Costs.

16 42. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or
17 motion by Class Counsel for attorneys' fees of not more than Two Hundred Sixty-Nine
18 Thousand Two Hundred and Twenty Dollars (\$269,220.00) plus the reimbursement of costs and
19 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
20 Sixty Thousand Dollars (\$60,000.00) both of which will be paid from the Gross Settlement
21 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall
22 be reallocated to the Net Settlement Amount and distributed to Participating Class Members as
23 provided in this Agreement.

24 43. Class Representative Enhancement Payment: Defendant agrees not to oppose or
25 object to any application or motion by Plaintiffs for Class Representative Enhancement
26 Payments of Seven Thousand Five Hundred Dollars (\$7,500) each for Plaintiffs Jose Tiscareno,
27 Cristian Markovich, Adam Yancy, Anthony Shelton, and Isham Eldrege. The Class
28 Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs'

individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eleven Thousand Three Hundred and Twenty-Five Dollars (\$11,325).

45. Off-Set Credit for Prior Settlement Amounts: The Parties agree that Defendant shall receive credit of Seventy-One Thousand Seven Hundred Dollars (\$71,700.00). from the Gross Settlement Amount for payments previously made to certain Class Members as part of individual settlement agreements for the released claims and which were entered into after the filing of this litigation.

46. PAGA Payment: Forty Thousand Dollars (\$40,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty Thousand Dollars (\$30,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Ten Thousand (\$10,000), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

47. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	769,200.00
Enhancement Payments:	\$	37,500.00
Class Counsel's Fees:	\$	269,220.00

Class Counsel's Costs:	\$	60,000.00
PAGA Payment ¹	\$	40,000.00
Off-Set Credit ²	\$	71,700.00
Settlement Administration Costs:	\$	11,325.00
Estimated Net Settlement Amount	\$	279,455.00

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members

¹ The PAGA Payment shall be allocated with 75% of this amount (\$30,000) distributed to the LWDA and the remaining 25% distributed to the PAGA Members as set forth in this agreement.

² The Off-Set Credit is included in the Gross Settlement Amount but shall not be required to be funded by Defendant as these funds are intended to compensate Defendant for prior individual settlement payments.

1 shall receive this portion of their Individual Settlement Payment regardless of whether they opt
2 out of the participation regarding the class claims.

3 c) Allocation of Individual Settlement Payments: All Individual
4 Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual
5 Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest,
6 and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement
7 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form
8 W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
9 Settlement Administrator.

10 49. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
11 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
12 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
13 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
14 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
15 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
16 or amounts to which any Class Members may be entitled under any benefit plans.

17 50. Settlement Administration Process: The Parties agree to cooperate in the
18 administration of the Settlement and to make all reasonable efforts to control and minimize the
19 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
20 will provide the following services:

- 21 50(a) Establish and maintain a Qualified Settlement Fund.
22 50(b) Calculate the Individual Settlement Payment each Participating Class
23 Member is eligible to receive and the portion of the PAGA Payment
24 each PAGA Member shall receive.
25 50(c) Print and mail the Notice.
26 50(d) Conduct additional address searches for mailed Notices that are
27 returned as undeliverable.
28

- 1 50(c) Process Requests for Exclusion, field inquiries from Class Members,
2 50(d) Print and issue and issue Settlement Payment Checks, prepare IRS W2
3 and 1099 Tax Forms and any other filings required by any
4 governmental taxing authority.
5 50(g) Provide declarations and/or other information to this Court as
6 requested by the Parties and/or the Court.
7 50(h) Provide weekly status reports to counsel for the Parties.
8 50(i) Posting a notice of final judgment online at Settlement Administrator's
9 website.

10 51. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
11 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a
12 material term of the Agreement, and if Defendant fails to comply, Plaintiffs shall have the right
13 to void the Agreement.

14 52. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving
15 the Class List from Defendant and after completing the address verification process described in
16 Section 51, the Settlement Administrator will mail the Notice to all Class Members via regular
17 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
18 List.

19 53. Confirmation of Contact Information in the Class List. Prior to mailing, the
20 Settlement Administrator will perform a search based on the National Change of Address
21 Database for information to update and correct for any known or identifiable address changes.
22 Any Notice returned to the Settlement Administrator as non-deliverable on or before the
23 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
24 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
25 on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly
26 attempt to determine the correct address using a skip-trace, or other search using the name,
27 address and/or Social Security number of the Class Member involved, and will then perform a
28 single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is

1 returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts
2 to obtain the current address from the Class Member and provide the same within seven (7)
3 calendar days of notice from the Settlement Administrator. Those Class Members who receive a
4 re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an
5 additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for
6 Exclusion, or an objection to the Settlement.

7 54. Notice. All Class Members will be mailed a Notice. Each Notice will provide: (a)
8 information regarding the nature of the Action; (b) a summary of the Settlement's principal
9 terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member
10 worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated
11 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;
12 (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must
13 postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the
14 claims to be released, as set forth herein; and (j) the date for the final approval hearing.

15 55. Disputed Information on Notice. Class Members will have an opportunity to
16 dispute the information provided in their Notice by the Response Deadline. To the extent Class
17 Members dispute the number of Workweeks with which they have been credited or the amount
18 of their Individual Settlement Payment, Class Members may produce evidence to the Settlement
19 Administrator showing that such information is inaccurate. Absent evidence rebutting
20 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
21 Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate
22 the evidence submitted by the Class Member and the Parties will make the final decision as to
23 the number of eligible Workweeks that should be applied and/or the Individual Settlement
24 Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute will
25 be submitted to the Court.

26 56. Defective Submissions. If a Class Member's Request for Exclusion is defective as
27 to the requirements listed herein, that Class Member will be given an opportunity to cure the
28 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)

1 business days of receiving the defective submission to advise the Class Member that his or her
2 submission is defective and that the defect must be cured to render the Request for Exclusion
3 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
4 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
5 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
6 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
7 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
8 untimely.

9 57. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
10 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by the
11 Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address,
12 telephone number, and the last four digits of the Class Member's Social Security number and/or the
13 Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class
14 claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter
15 of *Tiscareno v. Broadway Typewriter Company, Inc.* I understand that by excluding myself, I will not
16 receive money from the settlement of my individual claims. The date of the postmark on the return
17 mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for
18 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
19 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
20 Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action
21 will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
22 Court. The Request for Exclusion shall not be effective as to the release of claims arising under the
23 Private Attorneys General Act.

24 58. Defendant's Right to Rescind. If ten percent (10%) or more of the Class Members
25 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
26 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
27 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
28 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar

1 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant
2 exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement
3 Administration Costs incurred to the date of rescission.

4 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
5 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
6 Request for Exclusion will be bound by all of its terms, including those pertaining to the
7 Released Claims, as well as any Judgment that may be entered by the Court if it grants final
8 approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by
9 such Judgment or release. The names of Class Members who have opted-out of the settlement
10 shall be disclosed to the Counsel for both Plaintiffs and Defendant and noted in the proposed
11 Judgment submitted to the Court.

12 60. Objection Procedures. To object to the Settlement, a Participating Class Member
13 must postmark a valid Objection to the Settlement Administrator on or before the Response
14 Deadline. The Objection must be signed by the Participating Class Member and contain all
15 information required by this Settlement Agreement including the employees full name, address,
16 telephone number, the last four digits of their social security number and/or Employee ID
17 number, and the specific reason including any legal grounds for the Participating Class Members
18 objection. The postmark date will be deemed the exclusive means for determining that the Notice
19 of Objection is timely. Participating Class Members who fail to object in the manner specified
20 above will be foreclosed from making a written objection, but shall still have a right to appear at
21 the Final Approval Hearing in order to have their objections heard by the Court. At no time will
22 any of the Parties or their counsel, directly or indirectly, seek to solicit or otherwise encourage
23 Participating Class Members to opt out, intervene, submit written objections to the Settlement, or
24 seek to vacate or appeal from the Order and Judgment. Class Counsel will not represent any
25 Class Members with respect to any objections to this Settlement.

26 61. Certification Reports Regarding Individual Settlement Payment Calculations. The
27 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
28 which certifies: (a) the number of Class Members who have submitted valid Requests for

1 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
2 has submitted a challenge to any information contained in the Notice. Additionally, the
3 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
4 the administration of the Settlement Agreement as needed or requested.

5 62. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
6 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
7 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
8 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject
9 to Court approval, shall be distributed to the Controller of the State of California to be held
10 pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
11 those Participating Class Members and PAGA Members who did not cash their checks until such
12 time that they claim their property. The Parties agree that this disposition results in no “unpaid
13 residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will
14 be paid out to Participating Class Members and PAGA Members, whether or not they all cash
15 their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to
16 pay any interest on such amounts. The Individual Settlement Payments provided to Participating
17 Class Members and to PAGA Members shall prominently state the expiration date or a statement
18 that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
19 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
20 Individual Settlement Payments will not be reissued, except for good cause and as mutually
21 agreed by the Parties in writing. The parties agree no unclaimed funds will result from the
22 settlement.

23 63. Administration of Taxes by the Settlement Administrator. The Settlement
24 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and
25 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
26 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
27 all payroll taxes and penalties to the appropriate government authorities.

28 64. Tax Liability. Defendant makes no representation as to the tax treatment or legal

1 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
2 not relying on any statement, representation, or calculation by Defendant or by the Settlement
3 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
4 that they will be solely responsible for the payment of any taxes and penalties assessed on the
5 payments described herein. Defendant's share of any employer payroll taxes and other required
6 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
7 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
8 Settlement Amount.

9 65. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
10 section, the "acknowledging party" and each Party to this Agreement other than the
11 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
12 Agreement, and no written communication or disclosure between or among the Parties or their
13 attorneys and other advisers, is or was intended to be, nor shall any such communication or
14 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
15 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
16 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
17 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
18 entered into this Agreement based upon the recommendation of any other Party or any attorney
19 or advisor to any other Party, and (c) is not entitled to rely upon any communication or
20 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
21 imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has
22 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
23 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
24 acknowledging party of the tax treatment or tax structure of any transaction, including any
25 transaction contemplated by this Agreement.

26 66. No Prior Assignments. The Parties and their counsel represent, covenant, and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
28 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,

1 demand, action, cause of action or right herein released and discharged.

2 67. Release by Participating Class Members PAGA Members, the LWDA and the
3 State of California. Upon the complete funding of the Gross Settlement Amount and all
4 applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully
5 release and discharge the Released Parties from any and all Released Claims for the Class
6 Period. This release shall be binding on all Participating Class Members. All PAGA Members,
7 the LWDA, and State of California shall release claims arising under PAGA for the PAGA
8 Period. All PAGA Members shall release claims arising under PAGA regardless of their decision
9 to participate in the class settlement.

10 68. Release of Additional Claims & Rights by Plaintiffs. Upon the funding of the
11 Gross Settlement Amount, Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony
12 Shelton, and Isham Eldrege agree—on behalf of themselves only—to the additional following
13 General Release: In consideration of Defendant’s promises and agreements as set forth herein,
14 Plaintiffs hereby fully release the Released Parties from any and all Released Claims and also
15 generally release and discharge the Released Parties from any and all claims, demands,
16 obligations, causes of action, rights, or liabilities of any kind which have been or could have
17 been asserted against the Released Parties arising out of or relating to their employment by
18 Defendant or termination thereof, including but not limited to claims for wages, restitution,
19 penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
20 employment. This release specifically includes any and all claims, demands, obligations and/or
21 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except
22 provided by the Settlement Agreement) relating to or in any way connected with the matters
23 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
24 particularly described herein. Specifically, Plaintiffs, Jose Tiscareno, Cristian Markovich, Adam
25 Yancy, Anthony Shelton, and Isham Eldrege, waive all rights and benefits afforded by California
26 Civil Code Section 1542, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
4 DEBTOR OR RELEASED PARTY.

5 This release specifically excludes claims for unemployment insurance, disability, social
6 security, and workers compensation (with the exception of claims arising pursuant to California
7 Labor Code Sections 132(a) and 4553)

8 69. Nullification of Settlement Agreement. In the event that: (a) the Court does not
9 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
10 material term of this Settlement Agreement; or (c) the Settlement does not become final as
11 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and
12 any documents generated to bring it into effect, will be null and void, all amounts deposited into
13 the QSF will be returned to Defendant, and the Parties shall be returned to their original
14 respective positions. Any order or judgment entered by the Court in furtherance of this
15 Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail
16 to approve this settlement for any reason, the Parties agree that they will return to and attend
17 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be
18 approved by the Court.

19 70. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
20 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
21 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
22 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
23 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
24 the Notice to be sent to all Class Members as specified herein. In conjunction with the
25 Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms
26 of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees
27 that it will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to
28 fully and completely approve the Agreement as to the Action will result in this Settlement

1 Agreement and all obligations under this Settlement Agreement being nullified and voided.

2 71. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
3 the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and
4 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
5 determine the Final Approval of the Settlement Agreement along with the amounts properly
6 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
7 Representative Enhancement Payments; (d) the Off-Set Credit to Defendant; and (e) the
8 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
9 necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the
10 Settlement Agreement as to all of the Action, or the entry of any Order by another Court with
11 regard to any of the Action which has the effect of modifying material terms of this Agreement
12 or preventing the full and complete approval of the Settlement Agreement as written and agreed
13 to by the Parties, will result in this Agreement and all obligations under this Agreement being
14 null and void. Defendant agrees it shall not oppose the granting of the Motion for Final
15 Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this
16 Agreement.

17
18 72. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
19 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
20 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
21 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
22 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment
23 matters as may be appropriate under court rules or as set forth in this Settlement. The Parties shall
24 request that pursuant to California Rule of Court 3.771(b), the Court approve that Notice of Entry of
25 Judgment and the Final Order will be posted by the Settlement Administrator on its website within three
26 (3) days of Entry of the Final Order and that Notice of Entry of the Final Order need not be additionally
27 mailed to the Settlement Class.

28 73. Exhibits Incorporated by Reference. The terms of this Settlement include the

1 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
2 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement. Upon its
3 full execution, this Agreement supersedes all prior agreements and understandings among the Parties
4 hereto with respect to the Settlement, including, without limitation, correspondence between Class
5 Counsel and Defense Counsel, and drafts of prior agreements or proposals.

6 74. Entire Agreement. This Settlement Agreement and any attached Exhibits
7 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
8 written or oral agreements may be deemed binding on the Parties.

9 75. Amendment or Modification. This Settlement Agreement may be amended or
10 modified only by a written instrument signed by counsel for all Parties or their successors-in-
11 interest.

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

22 77. Binding on Successors and Assigns. This Settlement Agreement will be binding
23 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
24 defined.

25 78. California Law Governs. All terms of this Settlement Agreement and Exhibits
26 hereto will be governed by and interpreted according to the laws of the State of California.

27 79. Execution and Counterparts. This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Settlement Agreement may be executed in one or more

1 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
2 of the signature page, will be deemed to be one and the same instrument provided that counsel
3 for the Parties will exchange among themselves original signed counterparts.

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

11 81. Invalidity of Any Provision. Before declaring any provision of this Agreement
12 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
13 consistent with applicable precedents so as to define all provisions of this Agreement valid and
14 enforceable.

15 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
16 class certification for purposes of this Settlement only; except, however, that either party may
17 appeal any court order that materially alters the Settlement Agreement's terms.

18 83. Class Action Certification for Settlement Purposes Only. The Parties stipulate to
19 class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
20 not approved, the stipulation to certification will be void. The Parties further agree that
21 certification for purposes of the Settlement is not an admission that class action certification is
22 proper under the standards applied to contested certification motions and that this Agreement
23 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
24 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than
25 according to the Settlement's terms.

26 84. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense and risk of continued
28 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it

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

12 85. Captions. The captions and section numbers in this Agreement are inserted for the
13 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
14 provisions of this Agreement.

15 86. Waiver. No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
17 to imply or constitute a further waiver by such party of the same or any other condition,
18 covenant, right or remedy.

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

25 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
26 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
27 strictly against one Party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length

1 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
2 Agreement.

3 89. Representation By Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this
5 Agreement, and that this Agreement has been executed with the consent and advice of counsel
6 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no
7 liens on the Agreement.

8 90. All Terms Subject to Final Court Approval. All amounts and procedures
9 described in this Settlement Agreement herein will be subject to final Court approval.

10 91. Cooperation and Execution of Necessary Documents. The Parties agree to
11 cooperate to promote participation in the Settlement, and in seeking court approval of the
12 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
13 Members to opt out of and/or object to the Settlement. Except for those already obtained and any
14 new hires, Defendant agrees not to obtain any settlement agreement waivers, Pick Up Stix
15 agreements or arbitration agreements from any Class Member prior to the funding of the Gross
16 Settlement Amount concerning claims released via this Agreement, or enter into any arbitration
17 agreement with any Class Member that covers the claims released via this Agreement during the
18 Settlement approval process prior to the funding of the Gross Settlement Amount and that the
19 Parties will work in good faith to reach an agreement approved by the Court.

20 92. Confidentiality. The Parties and their counsel agree to keep the terms of the
21 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
22 Class Counsel, Defendant and their counsel agree that they will not issue any press releases,
23 initiate any contact with the press, respond to any press inquiry or have any communication with
24 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this
25 Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably
26 required by law or in furtherance of business purposes, including the fulfillment of obligations
27 stated in this Settlement Agreement or limit Class Counsel's communications with the Class
28 Members in furtherance of approval of this Settlement.

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

Dated: 04/29/2021

PLAINTIFF

By: Jose Tiscareno
Jose Tiscareno

Dated: 04/29/2021

PLAINTIFF

By: Cristian Markovich
Cristian Markovich

Dated: 04/30/2021

PLAINTIFF

By: Adam Yancy
Adam Yancy

Dated: 04/30/2021

PLAINTIFF

By: Anthony Shelton
Anthony Shelton

Dated: 04/30/2021

PLAINTIFF

By: Isham Eldrege
Isham Eldrege

1 Dated: 4/30/2021

PROTECTION LAW GROUP LLP

2
3 By: 
4 Amir Nayebdadash
Attorneys for Plaintiffs

5 Dated: 4.30.2021

LAWYERS FOR JUSTICE P.C.

6
7
8 By: 
9 Edwin Aiwanian
Attorneys for Plaintiffs

10
11
12 Dated: _____

DEFENDANT

BROADWAY TYPEWRITER COMPANY.

13
14 By: _____

15 Name: _____

16 Title: _____

17
18 Dated: _____

LITTLER MENDELSON.

19 By: _____
20 Carlos Jimenez
21 Attorneys for Defendant
22
23
24
25
26
27
28

1 Dated: _____

PROTECTION LAW GROUP LLP

2
3 By: _____
4 Amir Nayebdadash
5 Attorneys for Plaintiffs

6 Dated: _____

LAWYERS FOR JUSTICE P.C.

7
8 By: _____
9 Edwin Aiwazian
10 Attorneys for Plaintiffs

11
12 Dated: 5-6-21

DEFENDANT

BROADWAY TYPEWRITER COMPANY.

13
14 By: Michael Scarpella

15 Name: Michael Scarpella

16 Title: Managing Principle

17
18 Dated: 5/7/21

LITTLER MENDELSON.

19
20 By: Carlos Jimenez
21 Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Tiscareno v. Broadway Typewriter Company
Los Angeles County Superior Court, Case No. BC695668

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid, non-exempt employees who are or were employed by Broadway Typewriter Company, Inc. dba Arey Jones Educational Solutions in the State of California at any time from February 28, 2014 to February 4, 2021.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit has been filed by Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony Shelton, and Isham Eldrege (“Plaintiffs”) against Defendant Broadway Typewriter Company, Inc. dba Arey Jones Educational Solutions (“Defendant”). The original complaint in this matter was filed on February 28, 2018. The case is currently pending in the Los Angeles County Superior Court, Case No. 30-2018-01024338-CU-OE-CXC

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not properly pay employees overtime, did not provide accurate wage statements, did not timely pay all wages owed during employment and upon termination, failed to maintain accurate payroll records, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative, sue on behalf of people who appear to have similar claims (All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[DATE OF PRELIMINARY APPROVAL]** the Court granted preliminary approval of the Settlement, appointed Plaintiffs Jose Tiscareno, Cristian Markovich, Adam Yancy, Anthony Shelton, and Isham Eldrege as the Class Representatives, and appointed their attorneys at Protection Law Group and Lawyers for Justice as counsel for the Class (“Class Counsel”). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between February 28, 2014 and February 4, 2021.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred and Sixty-Nine Thousand Two Hundred Dollars (\$769,200) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred and Sixty-Nine Thousand Two Hundred and Twenty Dollars (\$269,220)
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Sixty Thousand Dollars (\$60,000);
- C. **Enhancement Payment to the Class Representatives** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) each ;
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Three Hundred and Twenty-Five Dollars (\$11,325).
- E. **Off-Set Credit to Defendant**; Defendant will receive a credit from the Gross Settlement Amount of Seventy One Thousand Seven Hundred Dollars (\$71,700) in order to compensate Defendant for individual settlement payments that have already been paid to the class; and
- F. **PAGA Payment** in the amount of Forty Thousand Dollars (\$40,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$30,000) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$10,000) will be distributed to hourly-paid, non-exempt employees who worked for Defendant at any time from February 28, 2017, to February 4, 2021, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from February 28, 2014 to February 4, 2021 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment is subject to change depending on a number of factors including the payments approved by the Court.

This Amount was determined based on Defendant's record of your employment between from February 28, 2014 and February 4, 2021, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No].

[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Claims" for the "Class Period."

The "Released Parties" include Defendant and any of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Claims" include any and all means any and all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action and the operative PAGA Notice including the following claims: (i) failure to pay all regular wages, minimum wages, overtime and double time wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment (including a claim under the Industrial Welfare Commission Wage Orders, and common law including conversion); (viii) unfair 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 pleaded in the operative complaint; (ix) failure to maintain required payroll records; (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699; and (xi) claims for attorneys' fees arising from the claims alleged above. The Released Claims include claims meeting the above definition under any and all applicable California or federal laws, statutes, regulations, and Wage Orders.

The release of Released Claims pertains to the Class Period from February 28, 2014 through February 4, 2021.

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

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Tiscareno v. Broadway Typewriter Company, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims. However, you will still be bound by the release of claims that arise under the Private Attorney General Act because the Request for Exclusion does not apply to this claim.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. (except if you worked between February 28, 2017, and February 4, 2021, in which case you will still receive the portion of your Individual Settlement Payment for Released Claims that arise under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Claims (except for Released Claims that arise under PAGA).

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

LAWYERS FOR JUSTICE, PC

Edwin Aiwarzian, Esq.
410 Arden Ave, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Class Counsel will ask the Court for attorneys' fees of up to \$269,220.00 and reimbursement of litigation cost/expenses of up to \$60,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2021], at the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may

also attend remotely is you wish for a small fee. Remote appearances may be scheduled through “LA Court Connect” <https://www.lacourt.org/lacc/>

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www._____.com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at www._____.com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE