

1 **LAW OFFICES OF FARRAH MIRABEL**

2 Farrah Mirabel (SBN 162933)
3 fmesq@fmirabel.com
4 1070 Stradella Road
5 Los Angeles, California 90077
6 Telephone: (714) 747-4447
7 Facsimile: (949) 417-1796

8 **EMPLOYMENT RIGHTS LAW GROUP, APC.**

9 Amir H. Seyedfarshi, (SBN 301656)
10 amir@employmentrightslawgroup.com
11 1180 South Beverly Drive, Suite 610
12 Los Angeles, California 90035
13 Telephone: (424) 777-0964

14 **FISHER & PHILLIPS LLP**

15 Megan C. Winter (SBN 241429)
16 E-Mail: mwinter@fisherphillips.com
17 Poline A. Pourmorady (SBN 327196)
18 E-Mail: ppourmorady@fisherphillips.com
19 Telephone: (858)597-9600
20 Facsimile: (858)597-9601

21 Attorneys for Plaintiff, the putative Class, the LWDA and the Aggrieved Employees

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF ORANGE**

24 GERARDO AYALA,

25 Plaintiff,

26 v.

27 STEELE CANYON GOLF CLUB
28 CORPORATION, a California Corporation;
DOVE CANYON GOLF CLUB, LLC, a
Limited Liability Company; and DOES 1 to 50,
inclusive,

Defendants.

CASE NO. 30-2021-01195684-CU-WT-CJC

*[Assigned for all purposes to the Honorable,
Peter Wilson, Dep. CX102]*

Joint Stipulation re: Class Action Settlement

Action Filed: Complaint filed: April 15, 2021
Trial Date: None Set

1 This Joint Stipulation Re: Class Action Settlement (hereinafter “Stipulation” or “Settlement
2 Agreement”) is made and entered into by: (1) Plaintiff Gerardo Ayala (“Plaintiff”), individually and in
3 his representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney
4 general on behalf of the State of California; and (2) Defendant Steele Canyon Gold Club Corporation
5 (“Defendant”). This Settlement Agreement is subject to the approval of the Court and is made for the
6 sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the
7 following terms and conditions. This Settlement shall be binding on Plaintiff and the class he purports
8 to represent, on all aggrieved employees, Defendant, and on their respective counsel, subject to the
9 terms and conditions hereof and the approval of the Court.

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **1. DEFINITIONS**

12 As used in this Settlement Agreement, the following terms shall have the meanings specified
13 below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined
14 below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into
15 this definition section.

16 **1.1. Action**

17 “Action” shall mean the following civil action: *Gerardo Ayala v. Steele Canyon Golf Club*
18 *Corporation*, case number 30-2021-01195684-CU-WT-CJC, in the Orange County Superior Court
19 filed on April 15, 2021.

20 **1.2. Administrative Expenses**

21 “Administrative Expenses” shall include all costs and expenses associated with and paid to the
22 third-party settlement administrator, which are anticipated not to exceed \$15,500.

23 **1.3. Applicable Wage Orders**

24 “Applicable Wage Orders” shall mean the California Industrial Welfare Commission (“IWC”)
25 Wage Orders applicable to the facts of this case, including IWC Wage Orders 5-2001 and others that
26 may be applicable. (Cal. Code of Regs., tit. 8, §§ 11070, 11090.)

27 **1.4. Claims**

28 “Claims” shall mean the claims asserted in the Action.

1 **1.5. Class Attorney Fees and Expenses**

2 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
3 for which Class Counsel may apply for their attorney fees and litigation expenses. The amount of Class
4 Attorney Fees and Expenses shall include all past and future attorneys’ fees and costs incurred in the
5 Action – including, without limitation, all time expended by Class Counsel in the Actions or in
6 defending the Settlement and securing final approval of the Settlement (including any appeals thereof).
7 Defendant agrees not to oppose a request for Class Attorney Fees and Expenses up to 1/3 of the Gross
8 Settlement Amount (i.e., \$120,416.66), as approved by the Court, and an award of costs and expenses
9 shall be up to an additional \$15,000.00.

10 **1.6. Class Counsel**

11 “Class Counsel” shall mean Farrah Mirabel Esq. of Law Offices of Farrah Mirabel P.C., and
12 Amir Seyedfarshi of Employment Rights Law Group APC.

13 **1.7. Class Member**

14 “Class Member” shall mean any person who is a prospective member of the Settlement Class,
15 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-
16 in-interest.

17 There are two Settlement Class employees: Employees who worked as Greenkeepers or any
18 similar position during the class period, and employees who worked as non-Greenkeepers during the
19 class period.

20 **1.8. Class Notice**

21 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement and Hearing Date*
22 *for Court Approval*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by
23 the Court, which is to be mailed to Class Members along with the Share Form.

24 **1.9. Class Participants**

25 “Class Participants” shall mean all Class Members who do not timely request exclusion from
26 the Class Settlement.
27
28

1 **1.10. Class Period**

2 “Class Period” shall mean the period from April 15, 2017, through the earlier of: **(1)** May 30,
3 2022; or **(2)** the date the court grants an order preliminarily approving the Class Settlement.

4 **1.11. Class Representative**

5 “Class Representative” shall mean Plaintiff Gerardo Ayala.

6 **1.12. Class Settlement**

7 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is
8 subject to Court approval.

9 **1.13. Complaint**

10 “Complaint” shall mean the First Amended Complaint filed in the Action.

11 **1.14. Court**

12 “Court” shall mean the Orange County Superior Court, before whom the Action is currently
13 pending.

14 **1.15. Defendant**

15 “Defendant” shall mean Defendant Steele Canyon Gold Club, Corporation.

16 **1.16. Defense Counsel**

17 “Defense Counsel” shall refer to Megan Winter of Fisher and Philips, located at 4747
18 Executive Drive, Suite 1000, San Diego, California 92121.

19 **1.17. Effective Date**

20 The Court’s Judgment shall become final on the Effective Date. “Effective Date” shall be the
21 date when all of the following events have occurred: (a) this Settlement Agreement has been executed
22 by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval
23 to the Class Settlement; (c) notice has been given to the Settlement Class providing them with an
24 opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval
25 and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and
26 approving this Settlement Agreement; and (e) the later of the following events: (i) the expiration of the
27 period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has
28 elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) the dismissal of

1 any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue
2 further remedies or relief; or (iii) any appeal, writ, or the issuance of such other final appellate order
3 upholding the Court's final order with no right to pursue further remedies or relief. In this regard, it is
4 the intention of the Parties that the Class Settlement shall not become effective until the Court's order
5 approving the Class Settlement is completely final and there is no further recourse by an appellant or
6 objector who seeks to contest the Class Settlement. In the event no objections are filed, the Effective
7 Date shall be after steps (a) through (d) are completed (i.e., the date that the court has entered a final
8 order and judgment certifying the Settlement Class and approving this Settlement Agreement).

9 **1.18. Employee's Taxes and Required Withholding**

10 "Employee's Taxes and Required Withholding" shall mean the employee's share of any and all
11 applicable federal, state, or local payroll taxes, including those collected under authority of the Federal
12 Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State
13 Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement
14 Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld
15 from and paid out of the Net Settlement Amount.

16 **1.19. Employer's Taxes**

17 "Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g.,
18 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is
19 owed on the portion of any Class Participant's Individual Settlement Amount that constitutes wages.
20 The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross
21 Settlement Amount or Net Settlement Amount.

22 **1.20. Final Approval and Fairness Hearing**

23 "Final Approval and Fairness Hearing" shall mean the final hearing before the Court to finally
24 approve the Settlement as fair, reasonable, and adequate.

25 **1.21. Gross Settlement Amount**

26 "Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling
27 \$361,250.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case,
28 inclusive of the Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class

1 Attorney Fees and Expenses, the Incentive Award, and PAGA Payment and all other amounts other
2 than the Employer's Taxes defined above. This is the maximum possible amount that may be paid by
3 Defendant to resolve the Action, with the exception of the Employer's Taxes defined above. Defendant
4 shall separately pay their share of the Employer's Taxes in addition to the Gross Settlement Amount
5 on the portion of each Individual Settlement Amount allocated as wages.

6 **1.22. Hearing on Preliminary Approval**

7 "Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary
8 approval of the Class Settlement.

9 **1.23. Incentive Award**

10 "Incentive Award" shall mean any additional monetary payment provided to the Class
11 Representative for his efforts and risks on behalf of the Settlement Class in this Action.

12 **1.24. Individual Settlement Amount**

13 "Individual Settlement Amount" shall mean a Class Participant's share of the Net Settlement
14 Amount, as further detailed in Paragraphs 7.2 and 7.3 below.

15 **1.25. Net Settlement Amount**

16 "Net Settlement Amount" shall mean the Gross Settlement Amount after all Court-approved
17 deductions for Administrative Expenses; Class Attorney Fees and Expenses; and Plaintiff's Incentive
18 Award and ~~PAGA~~ Payment. The Net Settlement Amount is the maximum amount that will be available
19 for distribution to Class Participants.

20 **1.26. Opt Out**

21 "Opt Out" shall refer to the process of submitting a timely and valid request exclusion from the
22 Class Settlement in accordance with the terms of the Class Notice and no later than the Response
23 Deadline, as described in Paragraph 6.5 below.

24 **1.27. Opt-Outs**

25 "Opt-Outs" shall mean all persons who timely and validly request exclusion from the Class
26 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline,
27 as described in Paragraph 6.5 below.
28

1 **1.28. Languages in Class Notice:**

2 The Class notice and shared forms will be disseminated in English and Spanish. English and
3 Spanish are the only languages spoken by Class members.

4 **1.29. PAGA Payment**

5 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a
6 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
7 \$35,000.00. The PAGA Payment is to be deducted from the Gross Settlement Amount. The PAGA
8 Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed
9 as follows: seventy-five percent (75%) (i.e., \$26,250.00) to the LWDA and twenty-five percent (25%)
10 (i.e., \$8,750.00) to the PAGA Settlement Representative Group. Class Counsel shall give timely notice
11 of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

12 **1.30. PAGA Period**

13 “PAGA Period” shall mean the period from March 25, 2020, through the earlier of: (1) May
14 30, 2022; or (2) the date the court grants an order preliminarily approving the Class Settlement.

15 **1.31. PAGA Settlement Class**

16 “PAGA Settlement Representative Group” shall mean all individuals who worked for
17 Defendant in California as a non-exempt employee during the PAGA Period.

18 **1.32. Parties**

19 “Parties” shall mean Plaintiff and Defendant.

20 **1.33. Plaintiff**

21 “Plaintiff” shall mean Plaintiff Gerardo Ayala.

22 **1.34. Preliminary Approval Date**

23 “Preliminary Approval Date” shall mean the date upon which the Court enters an order
24 preliminarily approving this Settlement Agreement.

25 **1.35. Released Claims**

26 All Class Members who do not opt out of the Settlement will be bound by a release of all claims
27 and causes of action falling within the definition of “Released Claims” (below). The scope of the release
28

1 is limited to the Released Claims. Plaintiff and the Class Participants may hereafter discover facts or
2 legal arguments in addition to or different from those they now know or currently believe to be true
3 with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless,
4 the discovery of new facts or legal arguments shall in no way limit the scope or definition of the
5 Released Claims, and by virtue of this Agreement, Plaintiff and the Class Participants shall be deemed
6 to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and
7 forever settled and released all of the Released Claims. The parties understand and specifically agree
8 that the scope of the release described in this Paragraph is a material part of the consideration for this
9 Agreement; was critical in justifying the agreed upon economic value of this settlement and without it
10 Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary
11 to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or
12 could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiff's
13 Complaint.

14
15 The "Released Claims" are those claims alleged in the operative PAGA letter, pending
16 Complaint, or that reasonably could have been alleged based on the facts and claims asserted in the
17 PAGA letter and/or Complaint, and arising during the Class Release Period, specifically including,
18 claims under Labor Code sections 226, 226(a), 226.7, 201-203, 204, 510, 512, 1174, 1194, 1194.2,
19 1197, 1197.5, 1199.5, 246, 246.5, 551-553 and Sections 11 and 12 of the applicable IWC Wage Order,
20 as well as any civil penalty claims predicated on the claims alleged in Plaintiff's PAGA letter and/or
21 Complaint and arising during the Class and/or PAGA Period. The Release Period shall be the Class
22 Period.

23 This Settlement Agreement will not release any person, party, or entity from claims, if any, by
24 Class Participants for workers compensation, unemployment, or disability benefits of any nature. Nor
25 does it release any claims, actions, or causes of action which may be possessed by Class Participants
26 under state or federal discrimination statutes, including, without limitation, the California Fair
27 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
28 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);

1 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
2 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
3 interpretive guidelines.

4 **1.36. Released Parties**

5 “Released Parties” shall mean and refer to Defendant and all of its subsidiaries, affiliates,
6 predecessors, successors, and related entities, and their respective officers, directors, employees,
7 fiduciaries, trustees, agents, and benefit plans.

8 **1.37. Releasing Parties**

9 “Releasing Parties” shall mean every Class Participant and all persons purporting to act on their
10 behalf or purporting to assert a claim under or through them, including, but not limited to, their
11 dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,
12 conservators, guardians, personal representatives, and successors-in-interest, whether individual, class,
13 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

14 **1.38. Response Deadline**

15 “Response Deadline” shall mean the date sixty (60) calendar days following the date on which
16 the Settlement Administrator first mails Class Notice to the Class Members and the last day on which
17 Class Members may submit a request for exclusion and/or objection to Class Settlement.

18 **1.39. Settlement Administrator**

19 “Settlement Administrator” shall mean CPT Group, Inc. (or other administrator agreed on by
20 the parties) which the Parties have agreed will be responsible for administration of the Class Settlement
21 and related matters.

22 **1.40. Settlement Class**

23 “Settlement Class” shall mean all individuals who worked for Defendant in California as non-
24 exempt employees during the Class Period. Defendant represents there were approximately 1150
25 Settlement Class Members who worked a total of approximately 81,089 workweeks during the Class
26 Period. If the Court does not grant either the preliminary or final approval of settlement, or if the
27 settlement is revoked, the Parties stipulate that the conditional class certification is revoked without
28 prejudice. In the event that the class size increases by 10% or more workweeks above 81,089

workweeks (i.e., 89,198 or more total workweeks), then the GSA shall be increased by the same number of percentage points by which the number of workweeks exceeding 81,089 workweeks worked by the class members.

1.41. Share Form

“Share Form” shall mean the Share Form, as set forth in the form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Class Notice.

2. FACTUAL AND PROCEDURAL BACKGROUND

2.1. Plaintiff’s Claims

On June 14, 2021, Plaintiff, individually and in his representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the State of California, has filed his first amended complaint alleging the following violations on a class and representative basis: (1) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; (3) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (4) failure to provide timely wages in violation of Labor Code 204; (5) failure to pay overtime in violation of Labor Code 510; (6) failure to pay for sick days and failure to pay for rest days; (7) denial of equal pay in violation of Labor Code 1197.5 and 119.5; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (9) penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6).

2.2. Discovery, Investigation, Research, and Mediation

The Parties have conducted a detailed and comprehensive investigation of the claims asserted against Defendant and of the applicable law. This discovery, investigation, and prosecution has included, among other things, (a) over a dozen telephonic conferences with Plaintiff; (b) inspection and analysis of numerous pages of documents and other information produced by Plaintiff and Defendant; (c) an analysis of the legal positions taken by Defendant; (d) investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including

1 information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research
2 of the applicable law with respect to the claims asserted in the Complaint and the potential defenses
3 thereto; (g) assembling and analyzing of data for calculating damages; and (i) consideration of
4 information disclosed at and in connection with mediation.

5 Class Counsel and the Class Representative have vigorously prosecuted this case, and
6 Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and
7 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to
8 them.

9 After such discovery, investigation, and prosecution, the Parties attended a full-day mediation
10 with an experienced employment law mediator, Mike D. Young, which culminated in a settlement in
11 principal, the terms of which are elaborated in this Settlement Agreement.

12 **2.3. Allegations of the Class Representative and Benefits of Class Settlement**

13 The document and data exchange in this matter, as well as discussions between counsel, have
14 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits
15 of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery
16 conducted in this Action and the information exchanged by the Parties through pre-mediation
17 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
18 compromise the issues on a fair and equitable basis.

19 The Class Representative and Class Counsel believe that the claims, causes of action,
20 allegations, and contentions asserted in the Action have merit. However, the Class Representative and
21 Class Counsel recognize and acknowledge that Defendant denies that the claims, causes of action,
22 allegations and contentions have merit, and the expense and delay of continued lengthy proceedings
23 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel
24 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex
25 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
26 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.
27 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
28 alleged in the Action.

1 The Class Representative and Class Counsel believe that the settlement set forth in this
2 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an
3 independent review of this Settlement Agreement by the Court in the approval process will confirm
4 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
5 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff
6 and the Class Members.

7 **2.4. Defendant's Denials of Wrongdoing and Liability**

8 Defendant has denied and continues to deny all allegations, claims, and contentions alleged by
9 Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing
10 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the
11 Action, and has expressly denied and continues to deny any wrongdoing whatsoever. Defendant
12 contends that it complied with California and federal wage and hour laws and has dealt legally and
13 fairly with Plaintiff and the Class Members.

14 Defendant further denies that, for any purpose other than settling this Action, these claims are
15 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
16 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
17 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
18 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's
19 respective businesses without further expensive litigation and the distraction and diversion of their
20 personnel with respect to matters at issue in the Action. Defendant has also taken into account the
21 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
22 Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled
23 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

24 **2.5. Intent of the Class Settlement**

25 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order
26 approving the Class Settlement; (2) entry of judgment of the Action; (3) discharge of the Released
27 Parties from liability for any and all of the Released Claims; and (4) discharge of Defendant from
28 liability for any and all claims arising out of the Action.

1 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

2 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the
3 Parties agree to conditional class certification of the Settlement Class. The certification of the
4 Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by
5 Defendant, including without limitation, that certification of a class is or would be warranted,
6 appropriate or proper; or that Plaintiff could establish any of the requisite elements for class treatment
7 of any of the claims in the Action. In the event that the Settlement Agreement is not finally approved
8 by the Court, a Final Effective Date is not achieved, or the Class Settlement is rejected, terminated, or
9 otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be
10 automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or
11 a binding determination that the requirements for certification of a class for trial purposes in this Action
12 or in any other action which have been, are or can be, satisfied. Further, if the Agreement does not
13 reach a Final Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise
14 raise any preliminary approval of the Settlement Class in connection with any later proceeding before
15 the Court.

16 **4. APPOINTMENT OF CLASS COUNSEL**

17 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree
18 to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the
19 Class Settlement pursuant to this Settlement Agreement.

20 **5. CONSIDERATION**

21 **5.1. Settlement Amount**

22 The Parties agree to settle this Action for the Gross Settlement Amount of \$361,250.00. There
23 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross
24 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
25 consideration for the Class Settlement and will be made in full and final settlement of: the Released
26 Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Award, the
27 PAGA Payment (and any payments to individual PAGA Class Members resulting from the PAGA
28 Payment), and any other obligation of Defendant under this Settlement Agreement (other than the

1 Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).
2 Under no circumstances will Defendant be obligated to pay more than the Gross Settlement Amount
3 and its share of the employer's payroll taxes, which shall be funded in addition to the Gross Settlement
4 Amount as a result of this Settlement, unless otherwise provided for in this Settlement.

5 **5.2. Incentive Award for Plaintiff**

6 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$10,000.00
7 for Gerardo Ayala to acknowledge his efforts on behalf of the Settlement Class in this Action, including
8 assisting in the investigation and consulting with Class Counsel and providing crucial documents to
9 Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive Award in such an
10 amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from the Gross
11 Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled
12 as a Class Participant. Any Incentive Award approved by the Court shall not be considered wages, and
13 the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such payment.
14 Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award approved
15 by the Court and shall hold Defendant harmless from all liability with regard thereto. In the event the
16 Court reduces Class Representative's Incentive Award, the reduced amount shall be added to the Net
17 Settlement Amount to be distributed to Class Participants.

18 **5.3. Payment to Class Participants**

19 Each Class Participant shall be eligible to receive payment of the Individual Settlement
20 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked
21 by the Class Members during the Class Period as a proportion of all weeks worked by all Class
22 Members. The settlement amount will be divided into two categories: 1) for the greenskeepers and 2)
23 the rest of the employees. The greenskeepers will receive three points per each workweek; The rest of
24 the employees will receive one point per workweek.

25 For purposes of this calculation, a workweek means a week where a Class Member was
26 employed in California in a non-exempt job position. Each Class Participant, including Plaintiff, shall
27 be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his
28

1 or her Individual Settlement Amount and shall hold Defendant harmless from any and all liability with
2 regard thereto.

3 **5.4. Payment to PAGA Settlement Class**

4 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
5 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
6 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
7 is \$35,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section
8 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$ 26,250.00) to the LWDA
9 and twenty-five percent (25%) (i.e., \$ 8,750.00) to the PAGA Settlement Class. The portion of the
10 PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement
11 Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class
12 member during the PAGA Period as a proportion of all pay periods worked by all members of the
13 PAGA Settlement Class.

14 **5.5. Tax Treatment and Payment**

15 The Settlement Administrator shall be responsible for paying the employees' share of federal,
16 state, and local payroll and income taxes. For the purpose of calculating Employee's Taxes and
17 Required Withholding for the Individual Settlement Amounts for Class Participants (including any
18 payments to the Class Representative but exclusive of his Incentive Award), the Parties agree that 15%
19 of each Individual Settlement Amount shall constitute payment in the form of wages (and each Class
20 Participant will be issued an IRS Form W-2 for such payment to him or her), and 85% of each
21 Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will
22 be issued an IRS Form 1099 for such payment to him or her).

23 Prior to final distribution, the Settlement Administrator shall calculate the total Employee's
24 Taxes and Required Withholding due as a result of the wage portion of Class Participants' anticipated
25 Individual Settlement Amounts and such actual amount will be deducted from the Net Settlement
26 Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the
27 Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the
28 Class Participants' Individual Settlement Amounts and issue instructions to Defendant to separately

1 fund these tax obligations/withholdings. The Parties understand that Plaintiff and the Class Participants
2 who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all
3 other individual tax obligations.

4 With respect to the PAGA Payment and any payments made to individual members of the
5 PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest
6 thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the
7 PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement
8 Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made
9 to them.

10 The Settlement Administrator shall issue an IRS Form W-2 to each Class Participant for the
11 portion of the Individual Settlement Amount that is designated as wages. The Settlement Administrator
12 shall issue an IRS Form 1099 to each Class Participant for the portion of the Individual Settlement
13 Awards that is not designated as wages. The Settlement Administrator shall issue an IRS Form 1099
14 to the Class Representative for any enhancement award paid in connection with his roles as the Class
15 Representative.

16 The Settlement Administrator shall file, with the California Employment Development
17 Department (“EDD”), the required reports of Personal Income Tax (“PIT”) wages withheld from the
18 Individual Settlement Amounts, as well as the amounts to be paid as Unemployment Insurance (“UI”),
19 Employment Training Tax (“ETT”), and State Disability Insurance (“SDI”). For purposes of this
20 reporting, prior to disbursement of the Individual Settlement Amounts, the Settlement Administrator
21 shall provide Defendant with a list of all Class Participants, and Defendant shall provide to the
22 Settlement Administrator the following information: (1) its Form DE 2088, Notice of Contribution
23 Rates and Statement of UI Account, for the current calendar year (if unavailable, Defendant may
24 provide instead their California State Employer’s Identification Number and its applicable UI and ETT
25 Rates); and (2) the year-to-date earnings of each Class Participant who received any wages from
26 Defendant during the current calendar year.

27 All Class Participants and Plaintiff will be responsible for correctly characterizing the
28 compensation they receive for tax purposes and for paying any taxes on the amounts received, except

1 for the employer contributions which will be handled as provided by this Stipulation. The Class
2 Participants and Plaintiff agree to indemnify Defendant for any liability Defendant incurs to any tax
3 authority on account of the Class Participants' or Plaintiff's failures to pay all taxes due on amounts
4 they receive hereunder, except if the failure results from Defendant's failure to pay their own respective
5 portion of taxes due. The liability of each Class Participant and Plaintiff is limited to the liability
6 caused by that individual's own failure.

7 **5.6. No Effect on Employee Benefit Plans**

8 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
9 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
10 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
11 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies,
12 or bonus programs. The payments made under the terms of this Settlement Agreement shall not be
13 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other
14 form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program.
15 Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs
16 to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are
17 not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined
18 by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or
19 any other purpose, and that additional contributions or benefits are not required by this Settlement
20 Agreement. Defendant does not consider the Class Settlement payments "compensation" for purposes
21 of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,
22 or any other plan sponsored by Defendant.

23 **5.7. Class Attorney Fees and Expenses**

24 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for
25 an award of Class Attorney Fees and Expenses with the fee portion not to exceed 1/3 of the Gross
26 Settlement Amount (i.e., \$ 120,416.66) and the award of costs and expenses up to an additional
27 \$15,000.00. The Class Attorney Fees and Expenses shall be paid from the Gross Settlement Amount.
28

1 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the
2 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall
3 be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall
4 not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for
5 Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less
6 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class
7 Attorney Fees and Expenses awarded. In the event the Court reduces the Class Attorney Fees and
8 Expenses, the reduced amount shall be added to the Net Settlement Amount to be distributed to Class
9 Participants.

10 The Class Attorney Fees and Expenses approved by the Court shall reflect: (a) all work
11 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
12 represent the Settlement Class through the date of this Settlement Agreement; (b) all work to be
13 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;
14 (c) all work to be performed and costs and expenses, if any, incurred in connection with administering
15 the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and (d) may
16 be based on the "catalyst theory" and/or the "common fund doctrine."

17 **6. SETTLEMENT ADMINISTRATION**

18 **6.1. Costs and Expenses**

19 All costs and expenses due to the Settlement Administrator in connection with its administration
20 of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class
21 Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment
22 payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the
23 PAGA Settlement Class, and calculating, administering and distributing Individual Settlement
24 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement
25 Amount, and is not expected to exceed \$15,500.00. To the extent actual costs for claims administration
26 are less than \$15,500, those amounts will be added to the Net Settlement Amount to be distributed to
27 Class Participants. Defendant agrees not to oppose any such applications which are consistent with this
28 paragraph.

1 **6.2. Payment by Defendant**

2 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the
3 employer-side payroll taxes to the Settlement Administrator within 30 days after entry of an order
4 granting final approval by the Court by wiring that amount to the Settlement Administrator. In no event
5 shall Defendant be obligated to pay or deposit with the Settlement Administrator more than
6 \$361,250.00 plus the Employer's Taxes, except where the Escalator Provision is triggered.

7 **6.3. The Settlement Administrator**

8 The Settlement Administrator will be responsible for: (a) preparing, translating into Spanish,
9 printing, and mailing the Class Notice and Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class
10 Members as well as following up with reasonable skip tracing; (b) posting notice of entry of final order
11 and judgment certifying the Class Settlement and approving this Settlement Agreement; (c) handling
12 inquiries from Class Members concerning the Class Notice; (d) determining Individual Settlement
13 Amounts; (e) determining individual payments to members of the PAGA Settlement Class; (f)
14 maintaining the settlement funds in an appropriate interest-bearing account; (g) preparing,
15 administering, and distributing Individual Settlement Amounts to Class Participants; (h) preparing,
16 administering, and distributing individual payments to members of the PAGA Settlement Class;
17 distributing the portion of the PAGA Payment payable to the LWDA; (i) issuing a final report; (j)
18 notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (k)
19 calculating and paying the employer's share of the applicable federal and state withholding taxes; (l)
20 filing any required federal and state tax forms and related agency reporting; (m) filing any required
21 reports with the Court; and (n) performing such other duties as the Parties may direct. Additionally, the
22 Settlement Administrator will handle all tax document preparation and reporting, including state and
23 federal tax forms, if any.

24 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
25 Defense Counsel with summary information updating them as to the number of validated and timely
26 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
27 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
28 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel

1 with proof of mailing of the Class Notice, without listing individual Class Member names which the
2 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support
3 of the Court's Final Approval and Fairness Hearing.

4 No later than seven (7) days prior to the Final Approval and Fairness Hearing, the Settlement
5 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
6 information regarding: **(a)** the total amount of final Individual Settlement Amounts of each Class
7 Participant, without any identifying personal information; **(b)** the number of Class Participants to
8 receive such payments, and **(c)** the final number of Opt-Outs and objections.

9 **6.4. Notice to Class Members**

10 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days
11 after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with data
12 that is within Defendant's possession containing, for each Class Member: (a) The Class Member's
13 name; (b) the Class Member's last known address; (c) the Class Member's social security number; (d)
14 the Class Member's first date of employment in California in a non-exempt job position; and (e) the
15 Class Member's last date of employment (if any) in California in a non-exempt job position. This Class
16 information is confidential and not to be disclosed to anyone other than the Settlement Administrator.
17 This information shall be based on Defendant's payroll and other business records, and shall be in a
18 format readily accessible to Defendant.

19 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement
20 Administrator shall determine the number of workweeks worked by each Class Member; populate the
21 data for each Class Member accordingly; conduct a National Change of Address search to update any
22 addresses provided; and thereafter mail a copy of the Notice to all Class Members by first class regular
23 U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained
24 by the Settlement Administrator. The Class Notice shall also contain an easily-understood statement
25 alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member
26 is releasing and waiving all Released Claims against the Released Parties.

27 The Class Notice will inform Class Members of their estimated share of the settlement and the
28 number of workweeks they worked during the Class Period. Class Members may dispute their

workweeks if they believe they worked more weeks in the Class Period than Defendant's records show by submitting information to the Settlement Administrator no later than sixty (60) days after being mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and Defendant to resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant.

The Settlement Administrator will engage in address searches consistent with its normal practices in administering settlements of wage claims, including skip tracing. Such search efforts shall include, where necessary, using social security numbers to obtain better address information and attempting to call such Class Members.

6.5. Opt-Out Procedure

Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Class Participants without having to submit a claim form or take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state the Class Member's name, address, telephone number, and signature. The Opt Out request should state something to the effect of:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE HOLLIE BALLARD V. TAYANI MD LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE."

Any Opt Out request that is not postmarked by the Response Deadline will be invalid.

Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class Members. Notices returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the

1 returned envelope. Upon completion of these steps by the Settlement Administrator, the Parties shall
2 be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The
3 affected Class Member shall remain a Class Participant and shall be bound by all the terms of this
4 Stipulation and the Court's Final Order and Judgment. Any Re-Mailing of the Notice shall extend the
5 receipt deadline by a period of fifteen (15) calendar days.

6 It will be presumed that, if an envelope containing the Class Notice has not been returned within
7 twenty-eight (28) days of the mailing, the Class Member received the Class Notice. At least ten (10)
8 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class
9 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard
10 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall
11 specify the number of Class Members to whom the Class Notice was sent and the number of Class
12 Members to whom the Class Notice was not delivered, as well as information relating to the number
13 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

14 If the Settlement Administrator determines that an Opt Out request returned by a Class Member
15 before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency
16 letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an
17 Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify if the Opt Out
18 request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be
19 disregarded and the class member will be paid, and the Class Member will become bound by the
20 judgment.

21 A request to Opt Out of the Class Settlement shall not serve to exclude the Class Member from
22 participation in the PAGA Settlement Class. Members of the PAGA Settlement Class shall have no
23 right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

24 Class Participants will be bound by the Release of Released Claims set forth in the definition
25 of "Released Claims" provided in this Settlement Agreement.

26 **6.6. Objection Procedure**

27 The Class Notice shall inform the Class Members of their right to object to the Class Settlement.
28 Any Class Member who wishes to object to the Class Settlement must submit a written objection to the

1 Settlement Administrator no later than the Response Deadline. Only Class Participants may object to
2 the Settlement. The objection must include the case name and number and only needs to provide a
3 concise statement explaining why he or she objects. If an objector also wishes to appear at the Final
4 Approval and Fairness Hearing, in person or through an attorney, they need not file a notice of intention
5 to appear at the same time as the objection is filed. The Court will consider any objections at final
6 approval. Any Re-Mailing of the Notice shall extend the receipt deadline by a period of fifteen (15)
7 calendar days.

8 The Settlement Administrator will promptly serve copies of any objection or notice of intention
9 to appear on Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection
10 with the Court. Class Members may appear at the Final Approval Hearing, either in person or through
11 a lawyer retained at their own expense whether or not they have submitted a timely written objection
12 and notice of intention to appear pursuant to this subsection.

13 In the event that the Court approves this Settlement notwithstanding the objections of any Class
14 Members, Class Members who object to the Settlement will nonetheless be bound by the Settlement.
15 Class Members who have opted out of the Settlement do not have standing to object to the Settlement
16 or to file an appeal.

17 **6.7. Notice of Final Judgment**

18 Within ten (10) days after the Court has held a Final and Fairness Approval Hearing and entered
19 a final order certifying the Class for settlement purposes only and approving the Class Settlement, the
20 Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of
21 the California Rules of Court, by posting a copy of said order and final judgment on its website at a
22 web address to be included in the Class Notice.

23 **7. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

24 **7.1. Allocation of the Gross Settlement Amount**

25 The claims of all Class Members are settled for the Gross Settlement Amount of \$361,250.000,
26 which will be allocated as follows:

- 27 1. The Administrative Expenses, not to exceed \$15,500.00;
- 28 2. Class Counsel's attorney fees not to exceed \$120,416.66;

3. Class Counsel's litigation costs and expenses not to exceed \$15,000.00;
4. The Incentive Award, not to exceed \$10,000.00; and
5. PAGA Payment to LWDA of \$26,250.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

7.2. Calculation of the Individual Settlement Amounts for Class Participants

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a "checks cashed" basis based on the proportional number of weeks worked by each Class Member during the Class Period.

The Settlement Administrator shall be solely and exclusively responsible for calculating the Individual Settlement Amounts for Class Participants. Defendant shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes and Required Withholding. Although the Settlement Administrator will calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts and Incentive Awards.

7.3. Calculation of the Payments for Individual Members of the PAGA Settlement Class

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which

1 is \$35,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section
2 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$26,250.00) to the LWDA
3 and twenty-five percent (25%) (i.e., \$8,750.00) to the PAGA Settlement Class.

4 The Settlement Administrator shall be responsible for calculating the Individual PAGA
5 Payments for the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA
6 Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of
7 pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a
8 proportion of all pay periods worked by all PAGA Settlement Class members during the PAGA Period.
9 Each member of the PAGA Settlement Class, including Plaintiff, shall be responsible for the payment
10 of the Employee's Taxes and Required Withholding with respect to their share of the PAGA Payment
11 and shall hold Defendant harmless from any and all liability with regard thereto.

12 Defendant shall have no responsibility for deciding the validity of the individual payment
13 amounts allocated to each member of the PAGA Settlement Class or any other payments made pursuant
14 to this Settlement Agreement, shall have no involvement in or responsibility for the determination or
15 payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors
16 made with respect to such Employee's Taxes and Required Withholding.

17 The members of the PAGA Settlement Class shall be solely responsible for any and all tax
18 obligation associated with their respective shares of the PAGA Payment.

19 **7.4. Time for Payment of Attorney Fees and Expenses**

20 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
21 approved by the Court to Class Counsel no later than twenty (20) days after the Effective Date.

22 **7.5. Time for Payment of Incentive Award**

23 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the
24 Court no later than twenty (20) days after the Effective Date.

25 **7.6. Time for Payment of PAGA Payment to the LWDA**

26 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
27 due to it and approved by the Court no later than twenty (20) days after the Effective Date.
28

1 **7.7. Time for Payment of Taxes and Required Withholding and Individual Settlement**
2 **Amounts**

3 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
4 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail
5 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the
6 last-known address no later than twenty (20) days after the Effective Date. If the Settlement
7 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel
8 and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required
9 Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no
10 circumstances shall the Settlement Administrator distribute checks to Class Participants until all
11 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
12 remaining monetary obligations have been calculated and accounted for.

13 Within one hundred twenty (120) days of mailing the Individual Settlement Amounts to Class
14 Participants or as Ordered by the Court, the Settlement Administrator shall file with the Court and
15 provide to Class Counsel a declaration of payment. In the event that any Class Participant is deceased,
16 payment shall be made payable to the estate of that Class Member and delivered to the executor or
17 administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration
18 pursuant to California Probate Code section 13101, in which case payment shall be made to the
19 affiant(s) or declarant(s).

20 **7.8. Non-Cashed Settlement Checks**

21 Any funds associated with checks that have not been cashed within one hundred eighty (180)
22 days, will become void and the Individual Settlement Amount associated with the uncashed check will
23 be distributed pursuant to Code of Civil Procedure section 384 to the Public Law Center in Santa Ana,
24 California. For the purposes of determining whether Defendant has met its financial obligation to pay
25 the Individual Settlement Payment, Defendant will be deemed to have fulfilled its obligation upon the
26 mailing of the check to the Class Member, regardless of whether such Class Member subsequently
27 negotiates the check.
28

1 **7.9. Disputes Regarding Class Member Workweeks Data or Payment of Individual**
2 **Settlement Shares**

3 Each Class Member may dispute the number of Workweeks or their estimated Individual
4 Settlement Amount contained on their Class Notice (“Workweeks Dispute”). Class Member
5 Workweeks and the corresponding Individual Settlement Amount shall be calculated using the
6 employment and payroll records of Defendant.

7 Any Workweeks Dispute must be mailed or faxed to the Settlement Administrator by the Class
8 Member, postmarked or fax-stamped on or before the Response Deadline. Any Re-Mailing of the
9 Notice shall extend the receipt deadline by a period of fifteen (15) calendar days. The Settlement
10 Administrator shall immediately provide copies of all disputes to counsel for Defendant, shall inform
11 Class Counsel of the dispute without disclosing the identity of the Class Member making the dispute,
12 and shall immediately attempt to resolve all such disputes directly with relevant Class Members with
13 the assistance of Defendant, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it
14 shall be submitted to the Settlement Administrator for its decision. The Settlement Administrator shall
15 use its best efforts to resolve all such disputes prior to the Effective Date. If, however, a dispute arises
16 or is not resolved until after the Settlement Amount has been distributed, the initial calculation shall
17 stand (as Defendant shall be under no obligation to pay any amounts in excess of the Gross Settlement
18 Amount under this Settlement Agreement). Plaintiff will file with the Court all disputes submitted by
19 Class Members, the evidence submitted, and the resolution of those disputes. The Court shall have the
20 right to review any decision made by the Settlement Administrator regarding a claim dispute.
21

22 **8. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

23 **8.1. Non-Approval of this Settlement Agreement**

24 This Stipulation shall be considered null and void, all Parties to the Class Settlement shall stand
25 in the same position, without prejudice, as if the Class Settlement had been neither entered into nor
26 filed with the Court, and any order of judgment entered by the Court in furtherance of the settlement
27 shall be vitiated *nunc pro tunc*, if any of the following occurs: (a) the Court should for any reason fail
28 to approve this Settlement Agreement in the form agreed to by the Parties; (b) the Court does not enter

1 the Final Settlement Approval Order and Judgment as provided for herein or contemplated by this
2 Stipulation; (c) the Court does not enter a Final Settlement Approval Order and Judgment as provided
3 for herein that becomes final as a result of the occurrence of the Effective Date; or (d) the Settlement
4 does not become final for any other reason. Notwithstanding the foregoing, the Parties may attempt in
5 good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

6 **8.2 Parties' Rights to Void Class Settlement**

7 If five percent (5%) or more members of the Settlement Class timely submit Opt Out requests,
8 Defendant shall have the right (but not the obligation) to void this Settlement Agreement, in which case
9 this Stipulation will not have any force and/or effect. Class Counsel and Plaintiff agree not to oppose
10 any application by Defendant and/or its Counsel that is consistent with this paragraph. The Parties and
11 their counsel agree not to take any action to encourage any Class Members to opt out of and/or object
12 to the Settlement Agreement.

13 If the Settlement is voided, no payment will be made by Defendant to Plaintiff, any Class
14 Member, or Class Counsel; and all Parties and third parties referenced in this Stipulation will bear their
15 own costs, fees, and expenses associated with the Litigation.

16 **8.3 Stay on Appeal**

17 If an appeal is filed from the Court's Final Settlement Approval Order and Judgment prior to
18 the Effective Date, administration of the Settlement shall be immediately stayed pending final
19 resolution of the appeal process.

20 In the event of a timely appeal from the approval of the Class Settlement and judgment prior to
21 the Effective Date, the judgment and administration of the Settlement shall be immediately stayed
22 pending final resolution of the appeal process.

23 **9. MOTIONS FOR COURT APPROVAL**

24 **9.1. Preliminary Approval**

25 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit
26 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class
27 Settlement, and shall apply to the Court for the entry of an order substantially in the following form:
28

1 a) Scheduling a fairness hearing on the question of whether the proposed Settlement –
2 including payment of attorneys’ fees, attorneys’ costs, appointment of the Class Representative and the
3 amount of his enhancement award, and the method of determining Individual Settlement Amounts to
4 be paid to Class Participants, should be finally approved as fair, reasonable, and adequate as to the
5 Class;

6 b) Approving as to form and content the proposed Class Notice and Share Form (attached
7 as Exhibit 1 and Exhibit 2, respectively);

8 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail, pursuant
9 to the terms specified herein;

10 d) Preliminarily approving the Settlement, subject only to the objections of Class Members
11 and final review by the Court; and

12 e) Enjoining the Class Representative and all Class Members from filing or prosecuting
13 any claims, suits, or administrative proceedings (including filing claims with the California Division
14 of Labor Standards Enforcement) regarding claims released by the Settlement unless such individuals
15 have submitted valid Requests for Exclusion to the Administrator.

16 Each party shall cooperate to present the Class Settlement to the Court for preliminary approval
17 in a timely fashion. While Defendant can reserve its right to object to facts or assertions made in the
18 moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for
19 preliminary approval or join in the motion.

20 To the extent the Court does not approve this Stipulation, or any term contained herein, and
21 instead allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to
22 amend the Stipulation in accordance with the Court’s direction, and to retain all other terms of the
23 Stipulation that the Court approves.

24 **9.2. Final Approval**

25 Class Counsel shall timely prepare Final Settlement Papers in conformance with the terms of
26 this Stipulation, including: (1) motion for final approval of the Settlement and award of attorneys’ fees
27 and costs and enhancement award (2) the [Proposed] Final Settlement Order; and (3) any other
28 documents, petitions, or motions required to effectuate this Settlement – including, but not limited to,

1 any additional proposed orders requested by the Court. Class Counsel shall provide copies of such
2 documents to Defendant's counsel at least three (3) days before filing for comment, though Class
3 Counsel is not required to obtain Defendant's approval before filing.

4 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval
5 and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the
6 Settlement Class for settlement purposes only and approving the Class Settlement as being fair,
7 reasonable, and adequate to the Class Participants within the meaning of California Rules of Court,
8 Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent
9 with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court.
10 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may
11 be required for the Court's determination.

12 **10. RELEASES AND WAIVERS**

13 **10.1. Release of Claims by PLAINTIFF AND Settlement Class**

14 Upon the Effective Final Settlement Date and payment by Defendant to the Settlement
15 Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the
16 Settlement, Plaintiff and all Participating Class Members waive, release, discharge, all claims against
17 the Released Parties asserted in the Action or any and all claims that could be asserted against the
18 Released Parties based on the factual allegations in the Action as follows: For the duration of the Class
19 Period, the release includes, for Participating Class Members: (a) all claims for failure to pay overtime
20 wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant
21 meal periods and associated compensation and/or premium pay in lieu thereof; (d) all claims for failure
22 to provide compliant rest periods and associated compensation and/or premium pay in lieu thereof (e)
23 all claims for the failure to timely pay wages upon separation from employment; (f) all claims for non-
24 compliant wage statements; (g) denial of equal pay for substantially similar work in violation of the
25 California Fair Pay Act; (h) all claims asserted through California Business & Professions Code section
26 17200, et seq. arising out of the Labor Code violations referenced in the Action; and (k) all claims for
27 violations of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174, 1194, 1194.2,
28 1194.5, 1197, 1197.5, 1199.5, 246, 246.5, 551-553 and Sections 11 and 12 of the applicable IWC Wage

1 Order, as well as any civil penalty claims predicated on the claims alleged in Plaintiff's PAGA letter
2 and/or Complaint and arising during the Class and/or PAGA Period (the "Class Released Claims").
3 For Aggrieved Employees, and, to the extent permitted by law, the State of California, the release
4 includes for the duration of the PAGA Period, all claims for civil penalties for the Class Released
5 Claims as well as those asserted in the PAGA Notice and alleged in the Operative Complaint, for PAGA
6 civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 based on the Labor
7 Code. The release also includes a release from the State of California (to the extent Plaintiff is
8 permitted to provide such a release for the State of California for the PAGA period) of all PAGA claims
9 alleged in the Operative Complaint which occurred during the PAGA Period."

10 This Settlement Agreement will not release any person, party, or entity from claims, if any, by
11 Class Participants for workers compensation, unemployment, or disability benefits of any nature. Nor
12 does it release any claims, actions, or causes of action which may be possessed by Class Participants
13 under state or federal discrimination statutes, including, without limitation, the California Fair
14 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
15 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
16 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
17 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
18 interpretive guidelines.

21 **10.2. GENERAL Release of Claims by NAMED Plaintiff**

22 In addition to the release set forth in Paragraph 10.1 above, Plaintiff, on behalf of himself and
23 his dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents,
24 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether
25 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other
26 capacity, shall and does hereby forever release, discharge and agree to hold harmless the Released
27 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
28 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and

1 expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may
2 now have or may have after the signing of this Settlement Agreement, arising out of or in any way
3 connected with his employment with Defendant including, the Released Claims, claims that were
4 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or
5 matters between the Parties occurring prior to the date this Settlement Agreement is fully executed.
6 Without limiting the generality of the foregoing, this release shall include, but not be limited to, any
7 and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of
8 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in
9 Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement
10 Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the
11 Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966;
12 (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the
13 California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any
14 and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any
15 and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any
16 other claims based on theories of wrongful or constructive discharge, breach of contract or implied
17 contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress,
18 negligent infliction of emotional distress, or damages under any other federal, state, or local statutes,
19 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated,
20 including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,
21 tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney
22 fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant
23 and the Released Parties from any and all claims for attorney fees and costs arising out of the matters
24 released in this Settlement Agreement.

25 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of
26 California Civil Code section 1542, which provides as follows:
27
28

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

5
6 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
7 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or
8 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or
9 different from those which she now knows or believes to be true with respect to the subject matter of
10 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby
11 does fully, finally, and forever settle and release any and all claims against the Released Parties, known
12 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
13 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence
14 of such different or additional facts. Plaintiff’s general release shall extend up to the Final Order and
15 Judgment. Plaintiff represents and acknowledges that as of the date of execution of this Agreement she
16 is under 40 years of age.

17 **10.3. Circular 230 Disclaimer**

18 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging
19 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)
20 acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written
21 communication or disclosure between or among the parties or their attorneys and other advisers, is or
22 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
23 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
24 C.F.R. Part 10); (2) the Acknowledging Party (a) has relied exclusively upon her or its own
25 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement
26 Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any
27 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
28 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that

1 may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has
2 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
3 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party
4 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this
5 Settlement Agreement.

6 **11. DUTIES OF THE PARTIES**

7 **11.1. Mutual Full Cooperation**

8 The Parties agree to cooperate fully with one another to accomplish and implement the terms
9 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such
10 other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms
11 of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated
12 by this Settlement Agreement and any other efforts that may become necessary by court order or
13 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable
14 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and
15 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of
16 this Settlement Agreement.

17 **11.2. Duty to Support and Defend the Class Settlement**

18 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to
19 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any
20 legal challenge, whether by appeal or collateral attack.

21 **12. MISCELLANEOUS PROVISIONS**

22 **12.1. Enforcement**

23 Notwithstanding anything else contained herein, this Settlement Agreement shall be
24 enforceable under California Code of Civil Procedure section 664.6 and admissible under California
25 Evidence Code section 1123, subdivision (a), and the Federal Rules of Evidence.

26 **12.2. Different Facts**

27 The Parties acknowledge that, except for matters expressly represented herein, the facts in
28 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out

1 to be different from the facts now known by each party and/or its counsel, or believed by such Party or
2 counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or
3 presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective
4 and binding despite such difference.

5 **12.3. No Prior Assignments**

6 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
7 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
8 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
9 except as set forth herein.

10 **12.4. Non-Admission**

11 Nothing contained herein is to be construed or deemed to be an admission of liability or
12 wrongdoing by Defendant. This Stipulation and the attached exhibits are settlement documents, and,
13 pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any
14 proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

15 **12.5. Non-Evidentiary Use**

16 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
17 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any
18 individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their
19 respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement
20 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and
21 the Released Parties to prove or defend against any claim released herein by any Class Member in any
22 judicial, quasi-judicial, administrative, or governmental proceeding.

23 **12.6. Media or Press**

24 Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that the
25 Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the
26 Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and
27 all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
28 obtained during the course of the Action, shall not be discussed with, publicized, or presented to the

1 media or press. The Parties and their counsel shall not issue press releases, communicate with, or
2 respond to any media or publication entities, publish information in manner or form, whether printed
3 or electronic, on any medium or otherwise communicate, whether by print, video, recording or any
4 other medium, with any person or entity concerning the Settlement Agreement, including the fact of
5 the Settlement Agreement, its terms or contents and the negotiations underlying the Settlement
6 Agreement, except as shall be contractually required to effectuate the terms of the Settlement
7 Agreement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
8 counsel in other actions, Class Counsel may disclose a brief description of the case and the fact of
9 settlement. In response to any inquiries, including those from media outlets, concerning the settlement,
10 the Parties and their respective counsel agree that they shall simply respond by stating, “the matter has
11 resolved.”

12 **12.7. Non-Retaliation**

13 Defendant understands and acknowledges that it has a legal obligation to not retaliate against
14 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
15 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement
16 Administrator or Class Counsel and will not discourage Class Members who are employees, directly
17 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,
18 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or
19 indirectly, to Opt Out of the Class Settlement.

20 **12.8. Construction**

21 The Parties agree that the terms and conditions of this Settlement Agreement are the result of
22 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement
23 Agreement is not to be construed in favor of or against any party by reason of the extent to which any
24 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this
25 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the
26 next business day.

1 **12.9. Governing Law**

2 This Settlement Agreement is intended to and shall be governed by the laws of the State of
3 California, without regard to conflict of law principles, in all respects, including execution,
4 interpretation, performance, and enforcement.

5 **12.10. Notices**

6 Except for Class Member notices required to be made by the Settlement Administrator, all
7 notices or other communications required or permitted under this Settlement Agreement shall be in
8 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
9 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the
10 party appearing in this Settlement Agreement.

11 **12.11. Captions and Interpretations**

12 Section titles or captions contained herein are inserted as a matter of convenience and for
13 reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement
14 or any provision thereof.

15 **12.12. Modification**

16 This Settlement Agreement may not be changed, altered, or modified, except in writing signed
17 by the Parties. This Settlement Agreement may not be discharged except by performance in accordance
18 with its terms or by a writing signed by the Parties.

19 **12.13. Integration Clause**

20 This Settlement Agreement contains the entire agreement between the Parties relating to the
21 Class Settlement of the Action and the transactions contemplated thereby, and all prior or
22 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
23 and whether by a party or such party's legal counsel, are upon full execution of this agreement hereby
24 superseded. No rights under this Settlement Agreement may be waived except in writing as provided
25 above.

26 **12.14. Successors and Assigns**

27 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class
28 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,

1 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,
2 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,
3 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,
4 successors, and assigns.

5 **12.15. Corporate Signatories**

6 Any person executing this Settlement Agreement or any such related document on behalf of a
7 corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all
8 Parties hereto, that such person has been duly authorized by such corporation or partnership to execute
9 this Settlement Agreement or any such related document.

10 **12.16. Execution in Counterparts**

11 This Settlement Agreement shall become effective upon its execution by all of the undersigned.
12 The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall
13 have the same force and effect as if all Settling Parties had signed the same instrument.

14 **12.17. Attorney Fees, Costs, and Expenses**

15 Except as otherwise specifically provided for herein, each party shall bear his or its own
16 attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action
17 and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

18 **12.18. Action to Enforce Agreement**

19 In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or
20 other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to
21 declare rights or obligations under this Stipulation, the prevailing party shall be entitled to recover his
22 or its attorney fees and costs incurred in connection with any such enforcement proceedings.

23 **12.19 JURISDICTION OF THE COURT**

24 The Court shall retain jurisdiction with respect to the interpretation, implementation, and
25 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
26 therewith.

27 **12.20 EXHIBITS INCORPORATED BY REFERENCE**

28

1 The terms of this Stipulation include the terms set forth in any attached Exhibit, which are
2 incorporated by this reference as though fully set forth herein. Any Exhibit to this Stipulation is an
3 integral part of the Settlement.

4 **12.21 INTERIM STAY OF PROCEEDINGS**

5 The Parties agree to refrain from further litigation in the Action, except such proceedings
6 necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement.
7 The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of
8 the Effective Date or the date upon which this Settlement has been denied by the Court and all
9 subsequent attempts to cure deficiencies have ended.

10 **12.22 BINDING AGREEMENT**

11 The Parties intend that this Settlement shall be fully enforceable and binding on all Parties, and
12 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms,
13 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or
14 state law.

15 **13. EXECUTION**

16 The Parties and their counsel have executed this Settlement Agreement on the date below their
17 signatures or the signature of their representatives. The date of this Settlement Agreement shall be the
18 date of the latest signature.

19 **APPROVAL AND EXECUTION BY PARTIES**

20 **CLASS REPRESENTATIVES:**

21
22 Dated: _____

Gerardo Ayala
Plaintiff and Class Representative

23
24
25 **DEFENDANT:**

Steele Canyon Golf Club, Inc.

26
27 Dated _____

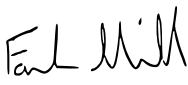
By: _____

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Law Offices of Farrah Mirabel

Dated 4-29-22

By: 
Farrah Mirabel
Attorney for Plaintiff

Dated 4/29/2022

EMPLOYEMENT RIGHTS LAW GROUP, APC

By: 
Amir Seyedfarshi
Attorney for Plaintiff

FISHER & PHILLIPS, LLP

Dated _____

By: _____
Megan Winter
Attorney for Defendant

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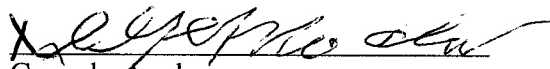
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17 signatures or the signature of their representatives. The date of this Settlement Agreement shall be the
18 date of the latest signature.

19 **APPROVAL AND EXECUTION BY PARTIES**

20 **CLASS REPRESENTATIVES:**

21 Dated: 4/28/2022

22 
23 Gerardo Ayala
24 Plaintiff and Class Representative

25 **DEFENDANT:**

26 **Steele Canyon Golf Club, Inc.**

27 Dated _____

28 By: _____

Its: _____

The terms of this Stipulation include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Stipulation is an integral part of the Settlement.

12.21 INTERIM STAY OF PROCEEDINGS

The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon which this Settlement has been denied by the Court and all subsequent attempts to cure deficiencies have ended.

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APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: _____

Gerardo Ayala
Plaintiff and Class Representative

DEFENDANT:

Steele Canyon Golf Club, Inc.

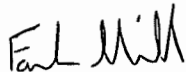
Dated 5/20/2022

By: Colin Radchenko
COLIN RADCHENKO
Its: EXECUTIVE VICE PRESIDENT

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Law Offices of Farrah Mirabel

Dated 4-29-22

By: 
Farrah Mirabel
Attorney for Plaintiff

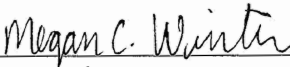
Dated 4/29/2022

EMPLOYEMENT RIGHTS LAW GROUP, APC

By: 
Amir Seyedfarshi
Attorney for Plaintiff

FISHER & PHILLIPS, LLP

Dated 05/23/2022

By: 
Megan Winter
Attorney for Defendant