

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

REY PARRA, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SHERWOOD COUNTRY CLUB, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 56-2021-00551869-CU-OE-VTA

Honorable Mark S. Borrell
Department 40

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Rey Parra);
and [Proposed] Order filed concurrently
herewith]

Date:
Time:
Department: 40

Complaint Filed: March 11, 2021
FAC Filed: May 25, 2021
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Rey Parra (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions, successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, and intervention. She has successfully
27 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Roberto Betancourt v.*

1 *Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal.,
2 May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8
3 Cal.5th175. She also has extensive experience with class action and/or representative action
4 settlements. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled
5 the class certification and court approval process for hundreds of class action and/or representative
6 action matters that have successfully resolved. She is a member of the California Employment
7 Lawyers Association.

8 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
9 from University of California at Berkeley in 2001, and I earned my Juris Doctor degree from
10 Southwestern University School of Law in 2008. I was admitted to practice law in California in
11 2008. I am admitted to practice before all courts of the State of California and the Northern and
12 Central federal district courts in the State of California. I have worked on many wage-and-hour
13 class action and PAGA representative cases, and my work has included, *inter alia*, researching
14 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
15 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
16 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
17 for over a decade providing estate planning and other legal services to the special needs
18 community, including, *inter alia*, representing clients at mediations with school districts and
19 California Regional Centers.

20 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
21 **REPRESENTATIVE ACTION CASES**

22 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
23 ("LFJ") has achieved on behalf of its clients:

24 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a major property management company involving allegations
26 of misclassification of various "manager" positions. On September 20, 2010, the court granted
27 final approval of the class action settlement. The Los Angeles County Superior Court Case
28 Number is BC400414.

1 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of household items involving allegations of
3 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC413498.

6 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national property management company involving
8 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC430918.

11 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer involving allegations of misclassification of
13 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
14 certification. On August 26, 2013, the court granted final approval of the class action settlement.
15 The Los Angeles County Superior Court Case Number is BC424012.

16 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a bank, involving allegations of
18 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
19 granted final approval of the class and PAGA representative action settlement. The Kern County
20 Superior Court Case Number is S-1500-CV-273194-LHB.

21 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a national wholesale distributor of
23 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
24 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
25 representative action settlement. The Sacramento County Superior Court Case Number is 34-
26 2012-00136285.

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1 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class action against a multinational corporation that provides global workplace
3 solutions, involving allegations of misclassification of the “Operations Manager” position. On
4 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
5 County Superior Court Case Number is BC478769.

6 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a national retailer of household
8 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
9 final approval of the class and PAGA representative action settlement. The San Francisco County
10 Superior Court Case Number is CGC-13-532344.

11 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action involving allegations of misclassification of
13 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
14 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
15 the class and PAGA representative action settlement. The Los Angeles County Superior Court
16 Case Number is BC474784.

17 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of upscale
19 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
20 granted final approval of the class and PAGA representative action settlement. The Los Angeles
21 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
22 Coordination Proceeding Number is 4794.

23 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
25 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
26 settlement. The Los Angeles County Superior Court Case Number is BC488069.

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1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
13 exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
22 employer’s motion to compel arbitration, which resulted in a published opinion by the California
23 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
24 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
25 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
26 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

1 w) LFJ represented the plaintiff in a PAGA representative action, against the
2 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
3 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
4 Los Angeles County Superior Court Case Number is BC569664.

5 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC577233.

10 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
12 employees. On December 11, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC569646.

15 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a property management company
17 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
18 approval of the class and PAGA representative action settlement. The Los Angeles County
19 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
20 Number is 4819.

21 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a global provider of flexible office
23 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC498401.

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1 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
3 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
4 County Superior Court Case Number is VCU264528.

5 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a behavioral health service provider on behalf of non-exempt
7 employees. On November 13, 2018, the court granted final approval of the class and PAGA
8 representative action settlement. The Alameda County Superior Court Case Number is
9 RG16811450.

10 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
11 PAGA representative action against a global provider of products and services to the energy
12 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
13 granted approval of the PAGA representative action settlement. The Kern County Superior Court
14 Case Number is S-1500-CV-280215-SDC.

15 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
16 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
17 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
18 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
19 Council Coordination Proceeding Number is 4886.

20 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
22 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
23 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
24 and the Judicial Council Coordination Proceeding Number is 4921.

25 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a national retailer of apparel and
27 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
28 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the

1 court granted final approval of the class and PAGA representative action settlement. The
2 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

3 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a medical equipment supplier on
5 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
6 for class certification and certified a class. The San Bernardino County Superior Court Case
7 Number is CIVDS1505744.

8 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
9 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
10 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
11 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
12 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
13 of the PAGA representative action settlement. The San Diego County Superior Court Case
14 Number is 34-2015-00175330.

15 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
16 wage-and-hour class and PAGA representative action against a large national drug testing
17 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
18 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
19 granted final approval of the class and PAGA representative action settlement. The San Diego
20 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

21 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
23 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
24 court granted in part the plaintiff's motion for class certification and certified a class. The
25 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
26 Judicial Council Coordination Proceeding Number is 4930.

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1 ll) LfJ, in association with co-counsel therein, represents the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a plastic packaging company on
3 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
4 for class certification and certified a class. On November 8, 2021, the court granted approval of
5 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
6 CIVDS1507361.

7 mm) LfJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class action against manufacturer and supplier of power products and services on
9 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
10 for class certification and certified a class. On August 27, 2021, the court granted final approval
11 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
12 00025968-CU-OE-CTL.

13 nn) LfJ represents the plaintiff in a wage-and-hour class action against a
14 nutritional products manufacturer on behalf of non-exempt production line employees. On
15 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
16 certified a class. The Solano County Superior Court Case Number is FCS051001.

17 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

18 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
19 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")
20 entered into by and between Plaintiff, on the one hand, and Defendant Sherwood Country Club
21 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
22 approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to
23 the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as
24 well.

25 9. Based on information provided by Defendant, as of March 17, 2022, the Class is
26 estimated to consist of approximately 660 individuals and the PAGA Members are estimated to
27 consist of approximately 385 individuals.

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1 10. The effectiveness of Lawyers *for* Justice, PC (“Plaintiff’s Counsel” or “Class
2 Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following
3 respects: (1) Class Members, the State of California, and PAGA Members recover over a
4 reasonably short period of time as opposed to waiting additional years for the same, or possibly
5 worse, result; (2) a guaranteed result that compares favorably with other similar complex wage-
6 and-hour class action and/or representative action settlements of this type given the strengths and
7 weaknesses of the case; and (3) significant savings in attorneys’ fees and/or costs that would have
8 only increased significantly had the case progressed through certification, trial, and/or appeals.

9 11. Since the above-captioned action was commenced, Plaintiff’s Counsel has litigated
10 the case for approximately two (2) years and was actively preparing the matter for class
11 certification and trial. The Parties have engaged in extensive settlement negotiations and
12 participated in a formal, full-day mediation conducted by Paul Grossman, a well-respected
13 mediator experienced in mediating complex labor and employment matters. Prior to and during
14 the mediation and settlement discussions, the Parties exchanged extensive information and
15 engaged in discussions regarding their evaluations of the case and various aspects of the case,
16 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
17 proceeding with class certification and/or representative adjudication, the law relating to off-the-
18 clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and
19 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
20 other things. During all settlement discussions, the Parties conducted their negotiations at arm’s
21 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
22 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
23 certification, and Plaintiff and Plaintiff’s Counsel believed they would be able to obtain class
24 certification and prevail at trial. After conducting investigations, formal and informal discovery,
25 and exchange of information, extensive settlement negotiations, and with the aid of the mediator’s
26 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
27 issues relating to Plaintiff’s principal claims, as well as the costs and risks to both sides that would
28 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the

1 Released Class Claims of Plaintiff and the Settlement Class Members, and of the PAGA Released
2 Claims of the State of California and PAGA Members, against the Released Parties.

3 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
4 and scope of the claims, and was preparing the action for class certification and trial. Class
5 Counsel conducted significant investigation and formal and informal discovery regarding the facts
6 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
7 documents and data obtained from Defendant, as well as information and documents obtained
8 from Plaintiff and other sources. Class Counsel propounded multiple sets of formal written
9 discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One),
10 Special Interrogatories (Sets One and Two), and Form Interrogatories - General (Set One)) and
11 noticed the depositions of Defendant's Person Most Knowledgeable designees regarding
12 organizational structure and wage-and-hour practices, along with accompanying requests for
13 production of documents. The volume of data and documents that Class Counsel reviewed and
14 analyzed included and was not limited to: employment records of Plaintiff, a detailed sampling of
15 Class Members' time data and pay data, payroll records, Defendant's Employee Handbook,
16 company policy acknowledgments and forms (including, but not limited to, Handbook Receipt
17 and Acknowledgment, Meal & Rest Period Acknowledgement, Agreement to Waive Meal Break,
18 Revocation to Waive Meal Break, Warning Notice Regarding Meal Breaks, and Time Clock
19 Punching Errors) and Defendant's employment policies, practices, and procedures (including
20 policies and procedures in regards to: attendance standards, cell phone use, time schedules and
21 hours of work, lingering after hours, time-keeping systems, overtime pay, dress code, pay days,
22 payroll deductions, meal and rest breaks, vacations, sick leave, paid time off and employee
23 discipline), among other information and documents. Class Counsel interviewed Plaintiff and
24 conducted investigations to gather facts and circumstances surrounding Plaintiff and putative class
25 members' employment and to identify potential witnesses. Counsel for the Parties also met and
26 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
27 the production of documents and data prior to the mediation. Class Counsel also drafted pleadings,
28

1 the mediation brief, and prepared for and attended court proceedings, mediation, and settlement
2 negotiations, among other tasks.

3 13. Counsel for the Parties have also invested time researching and investigating the
4 applicable law, which is often evolving as it relates to certification, civil penalties and
5 representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and
6 enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts
7 discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair,
8 adequate, and reasonable.

9 14. The Settlement provides for a Maximum Settlement Amount of One Million Two
10 Hundred Thousand Dollars (\$1,200,000.00). The Net Settlement Amount is the Maximum
11 Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees
12 and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs
13 to the Settlement Administrator, and PAGA Allocation. Assuming that the amounts allocated
14 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
15 that will be available for distribution to Settlement Class Members is currently estimated to be
16 Five Hundred Twenty-Six Thousand Dollars (\$526,000.00). Additionally, 75% of the PAGA
17 Allocation (i.e., the LWDA Payment), which is \$150,000.00 out of \$200,000.00, will be
18 distributed to the Labor and Workforce Development Agency and 25% of the PAGA Allocation
19 (i.e., the PAGA Member Amount), which is \$50,000.00 out of \$200,000.00, will be distributed to
20 the PAGA Members. The Maximum Settlement Amount and PAGA Allocation will be fully
21 distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

22 15. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix,"
23 "Settlement Administrator," or "Administrator") to handle the notice and settlement
24 administration process. The Parties respectfully request that the Court appoint Phoenix to handle
25 these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement
26 Administrator with a list of Class Members that Defendant will compile from its records ("Class
27 Data and List"), which will include each Class Member's full name; last known mailing address;
28 last known telephone number; Social Security number; start and end dates of employment by

1 Defendant in California as an hourly-paid or non-exempt employee during the Class Period and
2 PAGA Period; start and end dates worked for Defendant in California as an hourly-paid or non-
3 exempt employee of a Staffing Agency during the Class Period and PAGA Period, and such other
4 information as is necessary for the Settlement Administrator to calculate Workweeks. The Class
5 Data and List will also include a summary of the total number of shifts of all of the Class Members
6 employed by Defendant in California as an hourly-paid or non-exempt employee from March 11,
7 2017 to March 17, 2022; and a summary of the total number of shifts all of the Class Members
8 worked for Defendant in California as an hourly-paid or non-exempt employee of a Staffing
9 Agency from March 11, 2017 to March 17, 2022, and such other information as is necessary for
10 the Settlement Administrator to calculate workweek equivalents. The Settlement Administrator
11 will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual
12 Settlement Share") and estimated share of the PAGA Member Amount ("Individual PAGA
13 Payment"). The Settlement Administrator will also receive Requests for Exclusion, Notices of
14 Objection, and disputes regarding Workweeks; provide necessary reports and declarations;
15 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
16 informational and other tax filings and documents; issue and transmit all payments provided for
17 by the Settlement, including and not limited to, mailing Individual Settlement Payments to
18 Settlement Class Members and Individual PAGA Payments to PAGA Members; and perform any
19 other usual and customary duties for administering a class action settlement. Under the Settlement,
20 the amount not to exceed Fourteen Thousand Dollars (\$14,000.00) has been allocated toward
21 Settlement Administration Costs to be paid out of the Maximum Settlement Amount, subject to
22 approval of the Court.

23 16. Based on investigation and information discovered, Plaintiff's Counsel believes that
24 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
25 that Defendant, with respect to Plaintiff and the Class Members, and PAGA Members, *inter alia*,
26 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
27 periods and to pay associated premium pay, failed to timely pay wages during employment and
28 upon termination of employment, failed to provide compliant wage statements, failed to maintain

1 requisite payroll records, failed to reimburse necessary business expenses, failed to properly
2 calculate the regular rate for purposes of calculating and paying overtime, failed to provide a day
3 of rest, failed to pay reporting time pay, and thereby engaged in unfair business practices and
4 conduct giving rise to civil penalties recoverable under California Business & Professions Code §
5 17200, *et seq.* and violated the Private Attorneys General Act of 2004 (California Labor Code
6 sections 2698, *et seq.*). Plaintiff also asserted that Class Members and PAGA Members were
7 expected to perform similar job duties and were subject to the same or similar operations and
8 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's
9 recordkeeping practices with respect to Plaintiff, Class Members, and PAGA Members were
10 substantially the same during the time period at issue. As a result of said alleged uniform practices,
11 Plaintiff claims that Class Members and PAGA Members were not paid all of the compensation
12 that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome
13 of this litigation would be determined by Defendant's uniform operations and employment
14 practices, policies, and procedures that Plaintiff alleges applied across Defendant's hourly-paid or
15 non-exempt employees in California during the Class Period.

16 17. Class Counsel is aware of the defenses and position of Defendant but believes that
17 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
18 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
19 and the difficulties and delays inherent in such litigation, including those involved in class
20 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
21 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
22 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
23 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
24 mediator, who is experienced and well-regarded in complex labor and employment matters.

25 18. Defendant, on the other hand, denied and continues to deny any liability and
26 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
27 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
28 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have

1 also had the opportunity to conduct interviews and review documents and information relating to
2 Plaintiff's, Class Members', and PAGA Members' employment with Defendant, and Defendant's
3 operations and employment policies, practices, and procedures. The Parties also reviewed and
4 analyzed a volume of documents and data, including but not limited to a detailed sampling of Class
5 Members' time and pay information, to determine the potential value and strength of the claims.
6 The available information enabled Class Counsel to assess and value the class and PAGA claims
7 and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have
8 conducted adequate investigation and discovery to be sufficiently informed of the nature and
9 extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for
10 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
11 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
12 risks to both sides that would attend further litigation. The Settlement takes into account the
13 strengths and weaknesses of each side's position and the uncertainty of how the case might have
14 concluded at certification, trial, and/or appeals.

15 19. The Settlement Agreement provides for Plaintiff's Counsel to apply for attorneys'
16 fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
17 (i.e., \$420,000.00) and costs in an amount not to exceed Thirty Thousand Dollars (\$30,000.00),
18 which will be paid out of the Maximum Settlement Amount, subject to approval by the Court. It
19 should be noted that Class Counsel has borne all of the risks and costs of litigation and will not
20 receive any compensation until recovery is obtained.

21 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars
22 (\$10,000.00) to Plaintiff as an Enhancement Payment, to be paid out of the Maximum Settlement
23 Amount, subject to approval by the Court. Plaintiff spent considerable time and effort to produce
24 relevant documents and past employment records and to provide the facts and evidence necessary
25 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed
26 Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the class and
27 PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement
28 Payment, in addition to an Individual Settlement Payment and Individual PAGA Payment, for

1 services performed in the matter on behalf of the Class and State of California.

2 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
3 in the best interests of Plaintiff, Class Members, PAGA Members, and the State of California.
4 Class Counsel further submits that the Settlement is within an acceptable range of recovery for
5 this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks
6 of further litigation, and the costs and risks associated with class certification, representative
7 adjudication, trial, and/or appeals.

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

10 Executed on this 10th day of March 2023, at Glendale, California.

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12 _____
13 Annabel Blanchard
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EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Rey Parra (“Plaintiff” or “Class Representative”), individually, on behalf of Class Members and PAGA Members, and on behalf of the State of California with respect to PAGA Members, and Defendant Sherwood Country Club (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein and set forth below), PAGA Members (as defined herein and set forth below), the State of California as to the employment of PAGA Members (as defined herein and set forth below) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On March 11, 2021, Plaintiff commenced a putative class action entitled *Rey Parra v. Sherwood Country Club*, Superior Court of California for the County of Ventura, Case No. 56-2021-00551869-CU-OE-VTA (the “Action”) against Defendant. On March 18, 2021, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency and by certified mail to Defendant of the specific provisions of the California Labor Code that are alleged to have been violated and of Plaintiff’s intent to pursue civil penalties under the Private Attorneys General Act (“PAGA”). On May 25, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”). The Operative Complaint alleges eleven (11) causes of action against Defendant for violations of the California Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and after termination of employment and pay associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, for violations of California Business and Professions Code Section 17200 *et seq.* based on the aforementioned alleged California Labor Code violations, and for civil penalties pursuant to PAGA for the aforementioned alleged California Labor Code violations, on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from

1 March 11, 2017 to final judgment.

2 2. Defendant denies all material allegations set forth in the Action and has asserted
3 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant
4 desires to fully and finally settle the Action, Released Class Claims, and Released PAGA Claims as
5 provided below.

6 3. Class Counsel in the Action diligently investigated the claims against Defendant,
7 including any and all applicable defenses and the applicable law, and through formal and informal
8 discovery methods, obtained and reviewed extensive information, data, and documents to assess the
9 claims and allegations.

10 4. On March 17, 2022, the Parties participated in mediation with Paul Grossman (the
11 "Mediator"), a respected mediator of complex wage and hour actions. The settlement discussions were
12 conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of
13 Defendant's potential liability and total exposure in relation to the costs and risks associated with
14 continued litigation. Based on the data, documents, and information obtained, as well as Class
15 Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement
16 with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,
17 reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA
18 Members in light of all known facts and circumstances, including the risk of significant delay and
19 uncertainty associated with litigation and various defenses asserted by Defendant.

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

24 **DEFINITIONS**

25 6. The following definitions are applicable to this Settlement Agreement. Definitions
26 contained elsewhere in this Settlement Agreement will also be effective:

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1 a. "Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation
2 and resolution of the Action, and all actual litigation costs and expenses incurred and to be incurred by
3 Class Counsel in the Action, subject to Court approval, as set forth in Paragraph 10 below.

4 b. "Class Counsel" means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and
5 Annabel Blanchard of Lawyers *for* Justice, PC, counsel for Plaintiff, who will seek to be appointed
6 counsel for the Class.

7 c. "Class Data and List" means a complete list of all Class Members that Defendant
8 will diligently and in good faith compile from information in its possession, custody, and control and
9 provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary
10 Approval. The Class Data and List will be password protected and formatted in a readable Microsoft
11 Office Excel spreadsheet and will include

12 i. each Class Member's full name, last known mailing address, last known
13 telephone number, Social Security Number, start and end dates of
14 employment by Defendant in California as an hourly-paid or non-exempt
15 employee during the Class Period and PAGA Period, start and end dates
16 worked for Defendant in California as an hourly-paid or non-exempt
17 employee of a Staffing Agency during the Class Period and PAGA Period,
18 and such other information as is necessary for the Settlement
19 Administrator to calculate Workweeks (as defined below); and

20 ii. a summary of the total number of shifts of all of the Class Members
21 employed by Defendant in California as an hourly-paid or non-exempt
22 employee from March 11, 2017 to March 17, 2022, and a summary of the
23 total number of shifts all of the Class Members worked for Defendant in
24 California as an hourly-paid or non-exempt employee of a Staffing
25 Agency from March 11, 2017 to March 17, 2022, and such other
26 information as is necessary for the Settlement Administrator to calculate
27 workweek equivalents which are to be calculated by dividing the number
28 of shifts by five (5).

1 d. "Class Member(s)" or "Class" mean all current and former hourly-paid or non-
2 exempt employees who worked for Defendant within the State of California at any time during the period
3 from March 11, 2017 through and including June 23, 2022, whether directly employed by Defendant or
4 employed by a Staffing Agency.

5 e. "Class Notice" means the Notice of Class Action Settlement, substantially in the
6 form attached as "Exhibit A."

7 f. "Class Period" means the period from March 11, 2017 through June 23, 2022. ✓

8 g. "Class Representative" or "Plaintiff" means Rey Parra. ✓

9 h. "Class Settlement" means the settlement and resolution of all Released Class
10 Claims.

11 i. "Court" means the Superior Court of the State of California for the County of
12 Ventura.

13 j. "Defendant" means Sherwood Country Club.

14 k. "Defendant's Counsel" means Jonathan Fraser Light, Michael H. Brody, and
15 Brier M. Setlur of LightGabler.

16 l. "Effective Date" means the later of: in the event that no appeal is filed with respect
17 to the Final Approval Order and Judgment, then, the day after the last day to file any appeal from the
18 Final Approval Order and Judgment (and no appeal has been filed), or, in the event a timely appeal is
19 filed with respect to the Final Approval Order and Judgment, then, the date of successful resolution of
20 any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to
21 seek reconsideration of further review.

22 m. "Employer Taxes" means the employer's share of taxes and contributions in
23 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant ✓
24 in addition to the Maximum Settlement Amount.

25 n. "Enhancement Payment" means the amount to be paid to Plaintiff Rey Parra in
26 recognition of his effort and work in prosecuting the Action on behalf of Class Members, the State of
27 California, and PAGA Members, as set forth in Paragraph 11 below.

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1 o. "Final Approval" means the determination by the Court that the Settlement is
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 p. "Final Approval Hearing" means the hearing at which the Court will consider and
4 determine whether the Settlement should be granted Final Approval.

5 q. "Individual PAGA Payment" means a PAGA Member's *pro rata* share of the
6 PAGA Member Amount that a PAGA Member is eligible to receive for the PAGA Settlement as
7 provided in Paragraph 15 below.

8 r. "Individual Settlement Payment" means the net payment of each Settlement Class
9 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
11 Paragraphs 25-26 below.

12 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
13 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
14 accordance with Paragraph 14.

15 t. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA
16 Allocation, or one hundred fifty thousand dollars (\$150,000), that the Parties have agreed to pay to the
17 California Labor and Workforce Development Agency ("LWDA") for the PAGA Settlement as set forth
18 in Paragraph 13.

19 u. "Maximum Settlement Amount" means the amount of One Million Two Hundred
20 Thousand Dollars (\$1,200,000) to be paid by Defendant in full resolution of all Released Class Claims,
21 Released PAGA Claims, and the Action, which is inclusive of the Attorneys' Fees and Costs to be paid
22 to Class Counsel, Enhancement Payment to be paid to Plaintiff, PAGA Allocation to be paid to the
23 LWDA and the PAGA Members, Net Settlement Amount to be paid to the Settlement Class Members,
24 and Settlement Administration Costs to be paid to the Settlement Administrator. Defendant shall pay
25 the Employer Taxes in addition to the Maximum Settlement Amount. The Maximum Settlement
26 Amount is subject to increase, as provided in Paragraph 37 below.

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1 v. "Net Settlement Amount" means the portion of the Maximum Settlement Amount
2 that is available for distribution to Settlement Class Members, which is the Maximum Settlement
3 Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA
4 Allocation, and Attorneys' Fees and Costs.

5 w. "Notice of Objection" means a Class Member's written objection to the Class
6 Settlement, which must: (1) include the case name and number of the Action; (2) the objector's full
7 name, signature, address, telephone number, and last four digits of his or her Social Security number;
8 (3) include a written statement of all grounds for the objection to the Class Settlement accompanied by
9 any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon
10 which the objection to the Class Settlement is based; (5) include the name and contact information of
11 any attorney representing the objector with respect to his or her objection to the Class Settlement, and
12 (6) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or
13 before the Response Deadline. Only a Class Member who does not request exclusion from the Class
14 Settlement may object to the Class Settlement. The date of the postmark on the return mailing envelope
15 will be the exclusive means to determine whether a Notice of Objection has been timely submitted.

16 x. "PAGA Allocation" means the allocation of Two Hundred Thousand Dollars
17 (\$200,000) from the Maximum Settlement Amount for the settlement and resolution of the Released
18 PAGA Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Allocation, or One
19 Hundred and Fifty Thousand Dollars (\$150,000) (i.e., the LWDA Payment), will be paid to the LWDA,
20 and the remaining twenty-five percent (25%), or Fifty Thousand Dollars (\$50,000), will be distributed
21 to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period (i.e., the
22 PAGA Member Amount).

23 y. "PAGA Member(s)" means all all current and former hourly-paid or non-exempt
24 employees who worked for Defendant within the State of California at any time during the period from
25 September 22, 2019 through June 23, 2022, whether directly employed by Defendant or employed
26 through a Staffing Agency.

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1 z. “PAGA Member Amount” means the twenty-five percent (25%) portion of the
2 PAGA Allocation, or Fifty Thousand Dollars (\$50,000), to be distributed to PAGA Members on a *pro*
3 *rata* basis based on their Workweeks during the PAGA Period.

4 aa. “PAGA Period” means the Period from September 22, 2019 through June 23,
5 2022.

6 bb. “PAGA Settlement” means the settlement and resolution of Released PAGA
7 Claims.

8 cc. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
9 Plaintiff or the Defendant.

10 dd. “Preliminary Approval” means entry of the Court order granting preliminary
11 approval of the Settlement Agreement.

12 ee. “Released Class Claims” means all claims under state, federal, or local law,
13 whether statutory, in tort, contract, or otherwise, pled in the Operative Complaint or that could have
14 been pled based on the facts pled in the Operative Complaint, arising during the Class Period, including
15 but not limited to claims under the California Labor Code, California Industrial Welfare Commission
16 Wage Orders, regulations, and/or other provisions of law, for failure to pay wages (including and not
17 limited, to minimum, regular, overtime, and reporting time wages), failure to provide compliant meal
18 periods and associated premium pay, failure to provide compliant rest periods and associated premium
19 pay, failure to properly calculate the regular rate for purposes of calculating and paying overtime pay,
20 meal premiums and rest premiums, failure to provide compliant wage statements, failure to timely pay
21 wages upon termination of employment, failure to timely pay wages during employment, failure to
22 provide a day of rest, failure to maintain requisite payroll records, failure to provide notice as required
23 under California Labor Code section 2810.5, and failure to reimburse business expenses in violation of
24 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194,
25 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders Nos. 2-
26 2001, 4-2001, and 10-2001, unfair business practices that could have been premised on the
27 aforementioned, and all damages, penalties, interest and other amounts recoverable for the
28 aforementioned.

1 ff. "Released PAGA Claims" means all claims for civil penalties under the California
2 Private Attorneys General Act (California Labor Code section 2698, *et seq.*) that were pled in the
3 Operative Complaint or that could have been pled based on the facts pled in the Operative Complaint,
4 arising during the PAGA Period, for failure to pay wages (including and not limited, to minimum,
5 regular, overtime, and reporting time wages), failure to provide compliant meal periods and associated
6 premium pay, failure to provide compliant rest periods and associated premium pay, failure to properly
7 calculate the regular rate for purposes of calculating and paying overtime pay, meal premiums and rest
8 premiums, failure to provide compliant wage statements, failure to timely pay wages upon termination
9 of employment, failure to timely pay wages during employment, failure to provide a day of rest, failure
10 to maintain requisite payroll records, failure to provide notice as required under California Labor Code
11 section 2810.5, and failure to reimburse business expenses, in violation of California Labor Code
12 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,
13 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Order Nos. 2-2001, 4-2001, and 10-
14 2001.

15 gg. "Released Parties" means Defendant and any of its past, present, and/or future,
16 direct and/or indirect officers, directors, members, managers, employees, agents, representatives,
17 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
18 affiliates, divisions, predecessors, successors, assigns, joint venturers, Staffing Agencies, and any
19 individual or entity that could be jointly or severally liable for any of the Released Claims.

20 hh. "Request for Exclusion" means a timely and complete letter submitted by a Class
21 Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion
22 must: (1) contain the case name and number of the Action; (2) be signed by the Class Member; (3)
23 contain the full name, address, telephone number, and the last four digits of the Social Security Number
24 of the Class Member requesting exclusion from the Class Settlement; (4) clearly state that the Class
25 Member does not wish to be included in the Class Settlement; and (5) be returned by mail to the
26 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The
27 date of the postmark on the return mailing envelope will be the exclusive means to determine whether
28 a Request for Exclusion has been timely submitted.

1 ii. “Response Deadline” means the deadline by which Class Members must submit
2 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
3 shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
4 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the
5 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the
6 event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member
7 shall be extended by fifteen (15) calendar days.

8 jj. “Settlement Administrator” means Phoenix Settlement Administrators
9 (“Phoenix” or “Settlement Administrator”) or any other third-party class action settlement administrator
10 agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The
11 Parties and their counsel each represent that they do not have any financial interest in the Settlement
12 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
13 conflict of interest.

14 kk. “Settlement Administration Costs” means the costs payable from the Maximum
15 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the
16 Settlement, as set forth in Paragraph 12 below.

17 ll. “Settlement Class Member(s)” means all Class Members who do not submit a
18 timely and complete Request for Exclusion (collectively referred to as “Settlement Class”).

19 mm. “Staffing Agencies” refers to the three (3) staffing agencies or labor placement
20 services used by Defendant during the Class Period, to employ Class Members, for which Class Counsel
21 was provided data prior to mediation (individually referred to as “Staffing Agency”).

22 nn. “Workweeks” means the number of weeks each Class Member was directly
23 employed by Defendant as well as the number of weeks each Class Member performed work for
24 Defendant through a Staffing Agency, as an hourly-paid or non-exempt employee in California during
25 the Class Period, which will be calculated by the Settlement Administrator by determining the number
26 of days of employment by Defendant and the number of days worked for Defendant through a Staffing
27 Agency, as an hourly-paid or non-exempt employee in California during the Class Period, using the
28 Class Data and List, and dividing by seven (7), to yield the number of Workweeks. Each Class Member

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1 will be credited with at least one (1) Workweek.

2 **CLASS CERTIFICATION**

3 7. For the purposes of this settlement only, the Parties stipulate to the certification of the
4 Class.

5 8. The Parties agree that certification for the purpose of settlement is not an admission that
6 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
7 whatever reason, the Court not grant Final Approval of the Settlement, the Parties' stipulation to class
8 certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on,
9 and shall not be admissible in connection with, the issue of whether or not certification would be
10 inappropriate in a non-settlement context.

11 **TERMS OF AGREEMENT**

12 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
13 forth herein, the Parties agree, subject to the Court's approval, as follows:

14 9. **Funding and Disbursement of the Maximum Settlement Amount.**

15 a. After Preliminary Approval, and prior to mailing of the Class Notice, the
16 Settlement Administrator will provide the Parties with an accounting estimate of the contemplated
17 amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement and establish a
18 qualified settlement account pursuant to IRS rules and regulations for administration of the Settlement.

19 b. Within fourteen (14) calendar days of the Effective Date, Defendant will make a
20 deposit of the Maximum Settlement Amount, plus an amount sufficient to pay Employer Taxes, into the
21 qualified settlement account established by the Settlement Administrator. The Maximum Settlement
22 Amount is non-reversionary.

23 c. Within seven (7) calendar days of full funding as described in Paragraph 9(b)
24 above, the Settlement Administrator will issue payments due under the Settlement and approved by the
25 Court, as follows: (1) Individual Settlement Payments to Settlement Class Members; (2) Individual
26 PAGA Payments to PAGA Members; (3) LWDA Payment to the Labor and Workforce Development
27 Agency; (4) Enhancement Payment to Plaintiff; (5) Attorneys' Fees and Costs to Class Counsel; and (6)
28 Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator

1 will also undertake filings and remittances in connection with the employee's share of taxes on the
2 wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for
3 administration of the Settlement.

4 10. Attorneys' Fees and Costs. Class Counsel will request attorneys' fees of up to thirty five
5 percent (35%) of the Maximum Settlement Amount (i.e., up to Four Hundred Twenty Thousand Dollars
6 (\$420,000) if the Maximum Settlement Amount remains \$1,200,000) and reimbursement of actual
7 litigation costs and expenses associated with Class Counsel's litigation and settlement of the Action, in
8 an amount not to exceed Thirty Thousand Dollars (\$30,000), both of which will be paid from the
9 Maximum Settlement Amount subject to Court approval. These amounts will cover any and all work
10 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
11 Action, including without limitation all work performed and costs incurred to date, and all work to be
12 performed and all costs to be incurred in connection with obtaining the Court's approval of this
13 Settlement. Class Counsel shall be solely and legally responsible for correctly characterizing this
14 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the
15 Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity or
16 utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel.
17 Any additional expenses for the purchase or utilization of attorney fee deferral vehicles by the
18 Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the
19 Settlement Administrator Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class
20 Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

21 11. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the
22 Action, and as consideration for Plaintiff's broader individual release and waiver of claims as provided
23 in Paragraph 32, Defendant agrees not to oppose or impede any application or motion for an
24 Enhancement Payment in an amount up to Ten Thousand Dollars (\$10,000) to Plaintiff Rey Parra. The
25 Enhancement Payment, which will be paid from the Maximum Settlement Amount, subject to Court
26 approval, will be in addition to any other payment Plaintiff may be eligible to receive under the
27 Settlement, e.g., his Individual Settlement Payment and/or Individual PAGA Payment. The Settlement
28 Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall

1 be solely and legally responsible for correctly characterizing this compensation for tax purposes and for
2 paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless
3 from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement
4 Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less
5 than that set forth above, the difference between the lesser amount approved by the Court and the amount
6 allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit
7 of Settlement Class Members.

8 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
10 which is currently estimated not to exceed Fourteen Thousand Dollars (\$14,000). These costs, which
11 will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*,
12 translating the Class Notice from English to Spanish, printing, distributing, and tracking Class Notices
13 and other documents for this Settlement, calculating and distributing payments due under the Settlement,
14 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
15 remittances, providing necessary reports and declarations, and other duties and responsibilities set forth
16 herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement
17 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
18 deducted from the Maximum Settlement Amount, subject to Court approval. Any portion of the
19 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact awarded
20 or required to fulfill payment to the Settlement Administrator to undertake the required settlement
21 administration duties will be part of the Net Settlement Amount for the benefit of the Settlement Class
22 Members.

23 13. PAGA Allocation. Subject to Court approval, the Parties agree that the amount of Two
24 Hundred Thousand Dollars (\$200,000) from the Maximum Settlement Amount will be allocated toward
25 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the
26 PAGA Allocation), of which seventy-five percent (75%), or \$150,000 (i.e., the LWDA Payment), will
27 be paid to the LWDA and twenty-five percent (25%), or \$50,000 (i.e. the PAGA Member Amount), will
28 be distributed to the PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA

1 Period.

2 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
3 calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks,
4 as follows:

5 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
6 determine the Workweeks of each Class Member, divide the Net Settlement Amount by the Workweeks
7 of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's
8 individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual
9 Settlement Share that he or she may be eligible to receive under the Class Settlement.

10 b. After Final Approval of the Settlement, the Settlement Administrator will divide
11 the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final
12 Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final
13 Workweek Value to yield his or her Individual Settlement Share.

14 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
15 and apportioned from the PAGA Member Amount based on the PAGA Members' Workweeks during the
16 PAGA Period, as follows: the Settlement Administrator will divide the PAGA Member Amount by the
17 Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value," and
18 multiply each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek
19 Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive
20 under the PAGA Settlement.

21 16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
22 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
23 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
24 shall not in any way entitle Plaintiff, PAGA Members, or any Settlement Class Member(s) to additional
25 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
26 or other compensation or benefit plan or agreement, nor will it entitle Plaintiff, PAGA Members, or any
27 Settlement Class Member(s) to any increased retirement, 401K benefits or matching benefits, or
28 deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or

1 compensation plan document).

2 17. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary
3 Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

4 18. Notice by First Class U.S. Mail.

5 a. Within ten (10) business days after receiving the Class Data and List from
6 Defendant, the Settlement Administrator will perform a search based on the National Change of Address
7 Database or any other similar services available, for information to update and correct for any known
8 or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached
9 as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the
10 most current, known mailing addresses identified by the Settlement Administrator.

11 b. With respect to Class Notices that are returned as undeliverable on or before the
12 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
13 trace and re-mail the Class Notice within five (5) calendar days.

14 19. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
15 number of Workweeks which have been credited to each of them, as reflected in their respective Class
16 Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
17 Administrator that: (a) contains the case name and number of the Action; (b) is signed by the Class
18 Member; (c) contains the full name, address, telephone number, and the last four digits of the Social
19 Security Number of the disputing Class Member; (d) clearly states that the Class Member disputes the
20 number of Workweeks credited to him or her and what he or she contends is the correct number to be
21 credited to him or her; (e) includes information and/or attaches documentation demonstrating that the
22 number of Workweeks that he or she contends should be credited to him or her are correct; and (f) is
23 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
24 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
25 means to determine whether a dispute has been timely submitted. Absent information and/or
26 documentation demonstrating that Defendant's records and data are inaccurate as they pertain to the
27 number of Workweeks to be credited to a disputing Class Member, Defendant's records will be
28 presumed correct and determinative of the dispute. However, if a Class Member produces information

1 and/or documents demonstrating that Defendant's records and data are inaccurate as they pertain to the
2 number of Workweeks credited to a disputing Class Member, the Settlement Administrator will evaluate
3 the materials submitted by the Class Member and the Settlement Administrator will resolve and
4 determine the number of Workweeks that the disputing Class Member should be credited with under
5 the Settlement. The Settlement Administrator shall make an initial determination on all disputes,
6 however, the Court shall have the right to review any decision made by the Settlement Administrator on
7 such disputes.

8 20. Settlement Checks. The Settlement Administrator will be responsible for undertaking
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
10 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
11 PAGA Members in accordance with this Settlement Agreement. The Settlement Administrator may, at
12 its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a
13 single check that combines both payments (if applicable) if a single individual is slated to receive both
14 types of payments. Each Individual Settlement Payment and Individual PAGA Payment check will be
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the check is issued,
16 and thereafter, shall be canceled. All funds associated with such canceled checks will be transmitted to
17 the Boys and Girls Club of Oxnard, Port Hueneme, and Camarillo. The Parties and their counsel each
18 represent that they do not have any significant affiliation or involvement with the proposed *cy pres*
19 recipient. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax
20 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due
21 to the cancelation of any Individual Settlement Payment checks or Individual PAGA Payment checks.
22 Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless,
23 be bound by the Class Settlement, and PAGA Members whose Individual PAGA Payment checks are
24 canceled shall, nevertheless, be bound by the PAGA Settlement.

25 21. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
26 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
27 Settlement Administrator by mail on or before the Response Deadline. The date of the postmark on the
28 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has

1 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
2 Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
3 individuals who have submitted a timely and complete Request for Exclusion in a declaration that is to
4 be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
5 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class
6 Member who submits a timely and complete Request for Exclusion will not be bound by the Class
7 Settlement and will not be issued an Individual Settlement Payment. A Class Member who does not
8 submit a timely and complete Request for Exclusion will be deemed a Settlement Class Member and
9 will be bound by the Class Settlement if the Settlement is granted Final Approval by the Court. If a
10 Class Member is a PAGA Member, he or she will be bound to the PAGA Settlement and will still be
11 issued an Individual PAGA Payment, irrespective of whether he or she submits a Request for Exclusion.

12 22. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, a
13 Class Member must submit a timely and complete Notice of Objection to the Settlement Administrator,
14 by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement
15 Class Member and contain all information required by this Settlement Agreement. The postmark date
16 will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time
17 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object
18 to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class
19 Members may also present their objection orally at the Final Approval Hearing.

20 23. Reports and Declarations By the Settlement Administrator Regarding Settlement
21 Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a
22 weekly report which certifies: (a) the number of Class Members who have submitted a dispute of
23 Workweeks; (b) the number of Class Members who have submitted timely and complete Requests for
24 Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-
25 mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both
26 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
27 requested, and immediately notify the Parties when it receives a request from an individual or any other
28 entity regarding inclusion in the Class and/or Settlement. The Settlement Administrator shall provide a

1 declaration that identifies the individuals who have submitted a timely and complete Request for
2 Exclusion, identifies the individual who have submitted Notices of Objection, and attaches the Notices
3 of Objection that it has received, that is to be filed with the Court by Class Counsel in advance of the
4 Final Approval Hearing.

5 24. Certification of Completion. Upon completion of administration of the Settlement, the
6 Settlement Administrator will provide a written declaration under oath to certify such completion to the
7 Court and counsel for all Parties.

8 25. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
9 allocated as follows: 25% wages and 75% as penalties, interest, and non-wage damages. The portion
10 allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest, penalties,
11 and non-wage damages will be reported on an IRS Form-1099 (if applicable) by the Settlement
12 Administrator. The Settlement Administrator will withhold (and remit to the appropriate taxing
13 authorities) the employee's share of taxes and withholdings with respect to the wages portion of the
14 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
15 Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and
16 withholdings). The Settlement Administrator shall also remit the Employer Taxes to the appropriate
17 taxing authorities. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
18 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

19 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
20 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class
21 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
22 this Settlement Agreement.

23 27. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel make no
24 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
25 under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to
26 constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied
27 on as such. Plaintiff, PAGA Members, and Settlement Class Members understand and agree that, except
28 for Defendant's payment of the Employer Taxes, Plaintiff, PAGA Members, and Settlement Class

1 Members will be solely responsible for correctly characterizing any compensation received under the
2 Settlement on his or her personal income tax returns and paying any and all taxes due for any and all
3 amounts paid to them under the Settlement.

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

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

5 30. Release of Claims by Settlement Class Members. Upon full funding of the Maximum
6 Settlement Amount and the Effective Date, Plaintiff and all Class Members who do not submit a timely
7 and complete Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully,
8 finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of
9 all Class Released Claims he or she may have or had.

10 31. Release of Claims by the State of California with respect PAGA Members and PAGA
11 Members. Upon full funding of the Maximum Settlement Amount and the Effective Date, the State of
12 California with respect to all PAGA Members, and all PAGA Members, will be deemed to have fully,
13 finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of
14 all PAGA Released Claims.

15 32. General Release of Claims by Plaintiff. In addition, upon full funding of the Maximum
16 Settlement Amount and the Effective Date, Plaintiff will be deemed to have fully released and discharged
17 the Released Parties of and from all claims arising from his employment with Defendant, separation of
18 employment from Defendant, and any acts that have or could have been asserted in any legal action or
19 proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law,
20 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
21 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
22 Security Act, National Labor Relations Act, California Corporations Code, California Business and
23 Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended),
24 and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination,
25 lost wages, benefits, other employment compensation, emotional distress, medical expenses, other
26 economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution
27 of the Settlement Agreement. With respect to those claims released by Plaintiff in an individual capacity,
28 Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code

1 Section 1542, which provides:

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

5 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
6 known or believed by him to exist may hereafter be discovered. Upon full funding of the Maximum
7 Settlement Amount and the Effective Date, it is Plaintiff's intention to settle fully and release all claims
8 he now has against the Released Parties, whether known or unknown, suspected or unsuspected.
9 Notwithstanding the above, the general release by Plaintiff shall not extend to claims for enforcement of
10 the Settlement, workers' compensation benefits, claims for unemployment benefits, or other claims that
11 may not be released by law.

12 33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

13 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
14 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be
15 responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.
16 Class Counsel will provide Defendant's Counsel a draft of the motion before filing it with the Court.
17 Defendant agrees not to oppose the motion. Said motion shall apply to the Court for the entry of an
18 order ("Preliminary Approval Order"):

- 19 a. Conditionally certifying the Class for settlement purposes only;
- 20 b. Granting Preliminary Approval of the Settlement;
- 21 c. Preliminarily appointing Plaintiff as representative of the Class;
- 22 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 23 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
24 Notice and directing its mailing to the Class by First Class U.S. Mail;
- 25 f. Approving the manner and method for Class Members to request exclusion from
26 the Class Settlement or object to the Class Settlement as contained herein and within the Class Notice;
27 and

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1 g. Scheduling a Final Approval Hearing at which the Court will determine whether
2 the Settlement should be finally approved as fair, reasonable, and adequate.

3 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
4 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted
5 to determine whether Final Approval of the Settlement should be granted, along with the amounts
6 properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA
7 Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration
8 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
9 Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking
10 Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion
11 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-
12 agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide
13 for, in substantial part, the following:

14 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
15 consummation of its terms and provisions;

16 b. Certification of the Settlement Class;

17 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

18 d. Approval of the application for Enhancement Payment to Plaintiff;

19 e. Setting a date when the Settlement Administrator shall report to the Court the
20 completion of the distribution process and the total amount that was actually paid to the Settlement
21 Class Members and PAGA Members;

22 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
23 ordered by the Court; and

24 g. Entering judgment in the Action while maintaining continuing jurisdiction, in
25 conformity with California Rules of Court 3.769 and the Settlement Agreement.

26 35. Termination or Revocation of Settlement. If five percent (5%) or more of the Class
27 Members submit timely and complete Requests for Exclusion, Defendant may elect to rescind the
28 Settlement Agreement by way of writing that is provided to Class Counsel within twenty-one (21) calendar

1 days after the Settlement Administrator notifies the Parties of the total number of timely and complete
2 Requests for Exclusion received. If the Settlement is terminated due to Defendant's exercise of this option,
3 Defendant will be responsible for paying all Settlement Administration Costs incurred by the Settlement
4 Administrator.

5 36. Effects of Termination of the Settlement. Termination of the Settlement Agreement
6 (pursuant to Paragraph 35) shall have the following effects:

7 a. The Settlement Agreement shall be void and shall have no force or effect, and no
8 Party shall be bound by any of its terms;

9 b. In the event the Settlement Agreement is terminated, Defendant shall have no
10 obligation to make any payments to any Party, Class Member, PAGA Member, or attorney, except that
11 the terminating Party shall pay the Settlement Administrator for services rendered up to the date the
12 Settlement Administrator is notified that the Settlement has been terminated;

13 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
14 any order certifying the Class, shall be vacated;

15 d. The Settlement Agreement and all negotiations, statements, and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
17 to their respective positions in the Action prior to the execution of the Settlement Agreement;

18 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
19 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
20 shall be admissible or offered into evidence, by the Parties, in the Action or any other action for any
21 purpose whatsoever.

22 f. Any documents generated to bring the Settlement into effect, will be null and
23 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
24 likewise be treated as void from the beginning.

25 37. Escalator Clause. Defendant represented that for the period of March 11, 2017 to March
26 17, 2022, there were approximately 34,592 total workweek equivalents, which was based on
27 approximately 172,961 shifts during this period. If it is determined by the Settlement Administrator that
28 the total number of workweek equivalents, which are to be determined from the total number of shifts

1 contained in the Class Data and List and dividing the shifts by five (5), during the period referenced
2 actually exceed 34,592 by more than ten percent (10%), then the Maximum Settlement Amount will
3 increase on a proportional basis to the extent the ten percent (10%) threshold is exceeded (e.g., if the
4 number of workweek equivalents during the aforementioned time period are actually 11% more than
5 34,592, the Maximum Settlement Amount will increase by 1%).

6 38. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
7 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
8 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
9 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
10 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

11 39. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
12 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
13 forth herein.

14 40. Limitation on Publicity. Neither Plaintiff nor Class Counsel will make any public
15 disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to
16 effectuate the filing of the motion for preliminary approval, prior to filing the motion for preliminary
17 approval. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage
18 him to adhere to, the restriction against any public disclosure of the Settlement prior to the filing of the
19 motion for preliminary approval. Prior to and following Preliminary Approval of the Settlement, neither
20 Plaintiff nor Class Counsel will have any communications with any media other than to direct any media
21 inquiries to the public records of the Action on file with the Court. Prior to and following Preliminary
22 Approval of the Settlement, neither Plaintiff nor Class Counsel will publicize the Settlement, including
23 on social media. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will
24 encourage him to adhere to, the restriction against any media or social media comment on the Settlement
25 or its terms. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing
26 or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available
27 information regarding this Settlement in future judicial submissions regarding Class Counsel's
28 qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all

disclosures required to be made to the LWDA in conformity with PAGA.

41. Entire Agreement. Upon being fully-executed, this Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary from, or contradict the terms of this Settlement Agreement.

42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

43. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

44. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality

1 provisions that otherwise might apply under state or federal law.

2 45. Signatories. It is agreed that because the members of the Class are so numerous, it is
3 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
4 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
5 Class Members and the binding nature of the PAGA Settlement as to the PAGA Members, and the
6 release shall have the same force and effect as if this Settlement Agreement were executed by each
7 Settlement Class Member and PAGA Member.

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

10 47. California Law Governs. All terms of this Settlement Agreement and attached exhibits
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 48. Execution and Counterparts. This Settlement Agreement is subject only to the execution
13 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
15 signature page, will be deemed to be one and the same instrument.

16 49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
18 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each
20 represented by competent counsel and that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
22 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
23 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
24 is objectively fair and reasonable.

25 50. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement
28 valid and enforceable.

1 51. Parties' Cooperation. Parties agree to sign this Settlement Agreement and, by signing
2 this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate to
3 implement the Settlement.

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

18 53. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
19 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
20 provisions of this Settlement Agreement.

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

26 55. Representation By Counsel. The Parties acknowledge that they have been represented
27 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
28 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed

1 in full.

2 56. All Terms Subject to Court Approval. All amounts and procedures described in this
3 Settlement Agreement herein will be subject to Court approval.

4 57. Notices. All notices, demands, and other communications to be provided concerning this
5 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth
6 below, or such other addresses as either Party may designate in writing from time to time:

7 To Plaintiff and Class Counsel:

8 Edwin Aiwarzian, Esq.
9 Arby Aiwarzian, Esq.
10 Joanna Ghosh, Esq.
11 Annabel Blanchard, Esq.
12 **LAWYERS for JUSTICE, PC**
13 410 West Arden Avenue, Suite 203
14 Glendale, California 91203

To Defendant:

Jonathan Fraser Light, Esq.
Michael H. Brody, Esq.
Brier M. Setlur, Esq.
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010

15 58. Final Approval Order and Judgment. The Parties shall provide the Settlement
16 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
17 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
18 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
19 Class will be required.

20 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
21 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
22 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
23 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
24 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
26 assistance of the Mediator and then the Court to resolve such disagreement.

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28 ///

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1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

3
4 **IT IS SO AGREED.**

5 **PLAINTIFF**

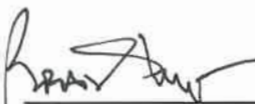
6 Dated: 02/28/2023, 2023

Electronically signed: 2023-03-01 00:39:56 UTC - 23.28.141.216
L1nks AssesSign0

Rey Parra, Plaintiff

9 **DEFENDANT**

10 Dated: 3-3-23, 2023

11 

Title:

Name:

On behalf of Sherwood Country Club

14 **APPROVED AS TO FORM:**

15 **LAWYERS for JUSTICE, PC**

16 Dated: 03/01/2023, 2023



Edwin Aiwanian

Arby Aiwanian

Joanna Ghosh

Annabel Blanchard

Attorneys for Plaintiff and Proposed Class Counsel

21 **LIGHTGABLER**

22 Dated: March 4, 2023



Jonathan Fraser Light

Michael H. Brody

Brier M. Setlur

Attorneys for Defendant