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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LUPE GUTIERREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

L'ABRI MANAGEMENT, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV14668

[Assigned for all purposes to Hon. Carolyn B.
Kuhl. Department 12]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

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1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff Lupe Gutierrez (“Plaintiff”), individually and in her capacity as a representative of the
3 State of California on behalf of other aggrieved employees, and defendant L’Abri Management, Inc.
4 (“Defendant”), hereby enter into this Settlement Agreement and Release of Private Attorneys General
5 Act of 2004 Claims (“Settlement”) as follows:

6 **I. DEFINITIONS**

7 As used in this Settlement, the following terms shall have the following meanings:

8 1. “Action” shall mean the civil action entitled *Gutierrez v. L’Abri Management, Inc., et al.*,
9 filed in the Superior Court for the County of Los Angeles on April 15, 2021, designated as Case No.
10 21STCV14668.

11 2. “Agreement” means this Settlement Agreement.

12 3. “Defendant” shall mean Defendant L’Abri Management, Inc.

13 4. “Defense Counsel” shall mean Parker, Milliken, Clark, O’Hara & Samuelian.

14 5. “Effective Date” refers to the date upon which all of the following have occurred: (i) the
15 Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in
16 accordance with the terms described herein; (iii) if there is an appeal of the Court’s Judgment, the date
17 the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to
18 file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor and
19 no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

20 6. “Final Order” means the final Court order entered in this Action in accordance with the terms
21 herein, approving this Settlement under the specific terms requested and dismissing all of Plaintiff’s
22 claims with prejudice in their entirety.

23 7. “Judgment” means the Court entering a judgment adopting and approving the terms of the
24 Settlement, entering the Final Order, and retaining jurisdiction over the enforcement, implementation,
25 construction, administration, and interpretation of the Settlement.

26 8. “LWDA” refers to the California Labor & Workforce Development Agency.

27 9. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor
28 Code Sections 2698 *et seq.*

10. "PAGA Period" shall mean unless otherwise modified pursuant to the terms of this Agreement, January 1, 2020 through the sooner of (1) the date the Court grants approval of this settlement or (2) February 28, 2022.

11. "PAGA Settlement Members" shall mean the State of California and all non-exempt employees employed by Defendant in California at any time during the PAGA Period.

12. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and the Settlement Administration Costs.

13. "Plaintiff" refers to Lupe Gutierrez individually and in her capacity as representative of the State of California on behalf of other aggrieved employees.

14. "Plaintiff's Counsel" refers to Moon & Yang, APC.

15. "Parties" collectively refers to Plaintiff and Defendant.

16. "Released Claims" shall mean all PAGA claims for civil penalties, attorneys fees, or costs for any California Labor Code violations arising from Defendant's employment of the PAGA Settlement Members during the PAGA Period that were asserted or that could have been asserted based on the factual allegations in the Action or LWDA Letters, including but not limited to alleged violations of California Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and any category of violations identified in Labor Code § 2699.5 and the related applicable IWC Wage Order provision.

17. "Released Parties" shall mean Defendant, and all of its past, present and future subsidiaries, parents, sisters, affiliates, holding companies, successors, predecessors, related companies, partners, limited partners, shareholders, insurers, legal representatives, assigns, employees, officers, directors, principals, attorneys, licensees and agents.

18. "Settlement Administrator" refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM Group, Inc. to administer the Settlement, at an estimated cost not to exceed \$20,000.00.

II. RECITALS

19. On April 13, 2021, Plaintiff sent a letter to the LWDA on behalf of herself, in compliance with California Labor Code section 2699.3, submitted an amended letter on August 4, 2021 and a second

1 amended letter on November 12, 2021 ("Second Amended LWDA Letter") (collectively, the "LWDA
2 Letters").

3 20. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in
4 the operative complaint and have made a thorough study of the legal principles applicable to the claims
5 asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel
6 has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
7 circumstances, including the defenses asserted by Defendant, potential adverse findings regarding
8 liability, and numerous potential appellate issues.

9 21. Defendant denied, and continues to deny, each and every claim and contention alleged in the
10 Action and has always maintained that it never engaged in any unlawful acts regarding any of the matters
11 alleged in the Action.

12 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
13 forth, the Parties agree as follows:

14 **III. NON-ADMISSION OF LIABILITY**

15 22. Based on the factual and legal issues involved, the expense and time necessary to prosecute
16 the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof
17 necessary to establish a class for purposes of liability, and the relative benefits to the PAGA Settlement
18 Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in
19 this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

20 23. By entering into this Settlement, Defendant denies any liability for any of the claims in the
21 Action, as well as any other potential or unknown claims based on wage and hour violations under state
22 or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any
23 action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
24 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
25 whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct
26 against Plaintiff or the PAGA Settlement Members.

1 **IV. TERMS OF THE PAGA SETTLEMENT**

2 **A. Filing of Second Amended Complaint**

3 24. Within fourteen days (14) after submission of the Second Amended LWDA Letter and for
4 purposes of this Settlement only, Plaintiff will file with the Court a stipulation seeking leave to file a
5 Second Amended Complaint ("Second Amended Complaint") asserting a claim for civil penalties under
6 PAGA that includes, in addition to claims previously asserted, all facts and claims asserted in the Second
7 Amended PAGA Letter. All claims asserted in the Second Amended Complaint shall relate back to
8 January 1, 2020, and Defendant agrees, for purposes of this Settlement only, not to challenge the asserted
9 limitations period.

10 25. If the LWDA serves notice under California Labor Code § 2699.3(a)(2) in response to the
11 Second Amended LWDA Letter, or should, for whatever reason, the Settlement set forth in this
12 Agreement not be approved by the Court, the Second Amended LWDA Letter and the Second Amended
13 Complaint shall be deemed stricken, null and void ab initio, with the previously filed complaint in the
14 Action remaining the operative pleading in the Action.

15 **B. The Total Settlement Payment**

16 26. Defendant shall pay a settlement payment in a total amount not to exceed \$430,000.00 (the
17 "Total Settlement Payment"). The Total Settlement Payment shall include settlement administrative fees
18 and costs and the PAGA Fund. Plaintiff understands there are approximately 10,864 pay periods in the
19 period from January 1, 2020 to October 12, 2021. In the event that actual number of pay periods in the
20 PAGA Period exceeds this estimate by 50%, Defendant will have the following options: (1) nullify the
21 settlement, (2) increase the settlement amount on a pro-rated basis based on the increase in pay periods
22 above the 50% increase, or (3) adjust the dates being used to define the PAGA Period. By way of
23 illustration as to option (2), if there is an increase of more than 50% from the original estimate of 10,864
24 pay periods, i.e., more than 16,296 pay periods, the settlement amount shall be increased by the
25 percentage that that actual number of pay periods exceeds 16,296.

26 **C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

27 27. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed 35%
28 of the Total Settlement Payment, and Plaintiff's Counsel will also seek reimbursement of reasonable

litigation costs (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Attorneys' fees shall not exceed 35% of the Total Settlement Payment, and costs are estimated not to exceed \$15,000.

28. Defendant will not oppose or object to Plaintiff's Counsels' application for attorneys' fees, not to exceed 35% of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses.

29. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Settlement Administration Fees and Costs

30. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree that the Settlement Administrative Costs (as defined below) shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the "Settlement Administrative Costs").

31. The Settlement Administrative Costs shall be paid from the Total Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

E. PAGA Fund

32. After deducting the Plaintiff's Counsel Payment and Settlement Administrative Costs, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

33. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of the weeks worked during the PAGA Period.

1 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

2 **A. Deposit of Total Settlement Payment**

3 34. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section
4 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement
5 Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and
6 calculate all settlement checks and withholdings required under law based on information that will be
7 confidentially furnished by Defendant. There are no payroll deductions to be calculated under this
8 Settlement, since no part of the Settlement will be classified as wages.

9 35. Defendant shall deposit the Total Settlement Payment with the Settlement Administrator
10 within fourteen (14) days following the Effective Date.

11 **B. Formula for Calculating Share of PAGA Fund**

12 36. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
13 determined based on the following formula:

- 14 (a) The payment to PAGA Settlement Members will be based on the number of
15 weeks worked by each PAGA Settlement Member during the PAGA Period.
16 Partial weeks will be counted as full work weeks.
- 17 (b) The amount to be paid per week worked by a PAGA Settlement Member will be
18 calculated by dividing the value of the portion of the PAGA Fund that will be
19 paid to PAGA Settlement Members by the total number of weeks worked by all
20 PAGA Settlement Members during the PAGA Period.
- 21 (c) Defendant's records shall be determinative for purposes of calculating the
22 number of weeks worked and any payments to PAGA Settlement Members.

23 **C. Distribution of PAGA Fund**

24 37. Defendant shall provide the Settlement Administrator with a list of the names and addresses
25 of the PAGA Settlement Members, to be furnished within five (5) days after the Court issues the Final
26 Order. The contact information is being provided confidentially to the Settlement Administrator only,
27 and the Settlement Administrator shall treat the information as private and confidential and take all
28 necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement

1 Members. This information is to be used only to carry out the Settlement Administrator's duties as
2 specified in this Settlement.

3 38. Within seven (7) days after the Total Settlement Payment is fully funded the Settlement
4 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA
5 Fund, or as otherwise directed by the Court.

6 39. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement
7 Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund
8 (the "Individual Payment"), or as otherwise directed by the Court.

9 40. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement
10 Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment
11 and approved litigation costs.

12 41. The Settlement Administrator will send the Individual Payment to the PAGA Settlement
13 Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement (in
14 substantially the same form as Exhibit A hereto).

15 42. To provide the best notice and delivery of Individual Payments practicable, any Individual
16 Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First
17 Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided
18 for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
19 best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement
20 Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then
21 mail the Individual Payment to the address identified by the best available technology accessible to the
22 Settlement Administrator or other mutually agreeable method. If no current address is located, the
23 Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members
24 cannot be located within two attempts at mailings by the Settlement Administrator, the Individual
25 Payment for that individual will be deemed undeliverable.

26 43. The Settlement Administrator shall maintain a list of the postmark date for the original
27 mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
28 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who

1 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
2 described herein or who otherwise could not be located within two attempts at mailing.

3 44. All settlement checks will remain valid and negotiable for 180 days from the date of their
4 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
5 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office
6 in the name of the Class Member who did not cash his or her check.

7 45. No later than January 31 of the year following payment of their individual portion of the
8 PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement
9 Members who received a payment.

10 **D. Settlement Administration Payment**

11 46. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement
12 Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

13 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

14 **A. Claims Released by the LWDA and All PAGA Settlement Members**

15 47. Upon the date of entry of an order by the Court in this Action approving this Settlement, the
16 LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the
17 Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement
18 Members will be unable to maintain or bring any claim released under this Agreement, including but not
19 limited to claims for civil penalties under PAGA arising from employment during the PAGA Period.

20 **B. Tax Treatment and Tax Indemnification**

21 48. PAGA Settlement Members will assume any tax obligations or consequences which may
22 arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may
23 have against Defendant for any claims, demands, deficiencies, levies, assessments, executions,
24 judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made
25 under this Settlement or any compensation provided at any time by Defendant or any of the Released
26 Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any
27 PAGA Settlement Members for their individual share of taxes related to any payments made under this
28 Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each

1 PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of
2 unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA
3 Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has
4 questions about any liability to any state or federal taxing authority, they shall contact the Settlement
5 Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released
6 Parties, or Defense Counsel.

7 **VII. APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

8 **A. Cooperation.**

9 49. The Parties will cooperate in seeking approval of this Settlement. Plaintiff will be
10 responsible for drafting and filing the motion for approval, although Defendant shall have the right to
11 review and comment on the motion prior to filing. The Parties further agree to fully cooperate in the
12 drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed,
13 including responding to challenges by any third parties, and shall take all steps that may be requested by
14 the Court relating to the approval and implementation of the Settlement.

15 **B. Court Approval**

16 50. This Settlement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2).
17 Accordingly, the Parties enter this Settlement on a conditional basis. This Settlement is expressly
18 contingent upon the Court's approval of this Settlement and its terms and material conditions (including,
19 but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of Judgment in
20 accordance therewith). If Court approval in this Action is not given and the Final Order is not entered,
21 this entire Agreement shall automatically be deemed null and void *ab initio*, shall be of no force or effect
22 whatsoever, and shall not be referred to or used for any purpose whatsoever. If Court approval in this
23 Action is not given and the Final Order is not entered under the specific terms requested, but rather under
24 modified settlement terms, then Defendant may, at its option, (1) declare this Settlement to be null and
25 void *ab initio*, in which case it shall be of no force or effect whatsoever and shall not be referred to or
26 used for any purpose whatsoever, or (2) proceed with the Settlement.

27 51. Plaintiff will file a motion for an order approving this Settlement by no later than 30 days
28 following full execution of this Agreement. If the Court does not grant the application for approval of

1 this Settlement and issue the Final Order under the specific terms requested (including without limitation,
2 approving amendment of the Complaint as described herein, dismissing all of Plaintiff's claims with
3 prejudice in their entirety, and entering Judgment in accordance with the terms and conditions of this
4 Agreement), the Parties agree to meet and confer to address the Court's concerns and determine whether
5 resolution of the Action can be obtained in a manner consistent with the Court's concerns. A modified
6 settlement may not be entered by the Court without a written agreement signed by both parties.

7 52. The Parties agree there is no statutory right for any PAGA Settlement Member to object, opt
8 out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, Plaintiff will
9 vigorously defend against any attempt by any PAGA Settlement Member or by any entity or agency to
10 intervene in this matter or object to/opt-out of this Settlement. The Parties further agree there is no right
11 or opportunity for any PAGA Settlement Member to appeal the approval of the Settlement by the Court.
12 The Parties will jointly defend against any appeal filed with respect to the Final Order.

13 53. Plaintiff shall submit to the LWDA a copy of the Judgment in this Action and a copy of any
14 other order providing for or denying an award of civil penalties within 10 days after entry of the
15 Judgment and/or order, in compliance with Section 2699(l)(3) of the California Labor Code. If Plaintiff
16 fails to satisfy this condition in strict compliance with Section 2699(l)(3) of the California Labor Code,
17 the Settlement shall be voidable at Defendant's option.

18 **VIII. MISCELLANEOUS PROVISIONS**

19 **A. Mutual Full Cooperation**

20 54. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate
21 with each other to accomplish the terms of this Settlement, including, but not limited to, execution of
22 such documents and to take such other action as may reasonably be necessary to implement the terms
23 herein. The Parties agree to use their best efforts and any other efforts that may become necessary by
24 Order of the Court, or otherwise, to effectuate this Settlement.

25 **B. Parties' Authority**

26 55. The signatories hereto represent that they are fully authorized to enter into this Settlement.

27 **C. Binding Nature of the Settlement**

28 56. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of

1 the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly
2 assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the
3 Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA
4 Settlement Members.

5 57. This Settlement may be amended or modified only by a written instrument. No rights under
6 this Settlement may be waived except in writing.

7 58. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating to
8 the settlement of the PAGA cause of action alleged in this action. All prior or contemporaneous
9 agreements, understandings and statements, whether oral or written, whether express or implied, and
10 whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written
11 representations, warranties or inducements have been made to any party concerning this Settlement other
12 than the representations, warranties and covenants contained and memorialized in such documents.

13 59. Paragraph titles or captions contained herein are inserted as a matter of convenience and for
14 reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
15 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

16 **D. Joint Drafting of Settlement Documents**

17 60. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series
18 of arm's-length negotiations, taking into account all relevant factors, present and potential.

19 61. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,
20 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
21 any of the Parties.

22 **E. Execution of the Settlement**

23 62. This Settlement may be executed in one or more counterparts and by facsimile. All executed
24 copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as
25 legally binding and enforceable as the original.

26 **F. Continuing Jurisdiction of the Court**

27 63. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
28 shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce

1 compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of
2 the benefits of this Settlement.

3 **G. Non-Evidentiary Use**

4 64. Except for purposes of effectuating the Settlement and/or for Defendant (and/or a Released
5 Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through
6 this Settlement, and regardless of whether the Final Order occurs, neither this Settlement Agreement nor
7 any of its terms (including, but not limited to, the payment of the Total Settlement Payment) nor the
8 Settlement itself will be construed as, offered, or admitted into evidence as, received as, or deemed to be
9 evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative
10 action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but
11 not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of
12 the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

13 **H. Representations by Plaintiff**

14 65. Plaintiff acknowledges the following:

- 15 (a) Plaintiff has carefully read and fully understand all of the provisions of this
16 Settlement;
- 17 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
18 Settlement and have not been coerced, threatened, or intimidated into executing
19 this Settlement;
- 20 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
21 this Settlement and consult with her attorneys before signing this Settlement.
- 22 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
23 Plaintiff acknowledges that all parties shall bear their own fees and costs through
24 the conclusion of this action.

25 **I. Representations by Defendant**

26 66. Defendant acknowledges the following:

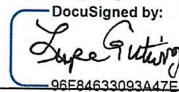
- 27 (a) Defendant has carefully read and fully understands all of the provisions of this
28 Settlement;

- (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorney before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

AGREED TO BY PLAINTIFF:

DATED: 2/9/2022

LUPE GUTIERREZ, individually and on behalf of
other aggrieved employees

DocuSigned by:

96F84633093A47E

AGREED TO BY DEFENDANT:

DATED:

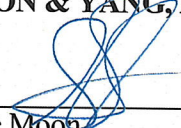
L'ABRI MANAGEMENT, INC.

Title

APPROVED AS TO FORM ONLY BY PLAINTIFF'S COUNSEL:

MOON & YANG, APC

DATED: February 9, 2022


Kane Moon
Allen Feghali
Enzo Nabiev

APPROVED AS TO FORM ONLY BY DEFENDANT'S COUNSEL:

**PARKER, MILLIKEN, CLARK, O'HARA &
SAMUELIAN**

DATED:


Gary Ganchrow
Juliette Tran

- (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorney before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

AGREED TO BY PLAINTIFF:

DATED:

LUPE GUTIERREZ, individually and on behalf of
other aggrieved employees

AGREED TO BY DEFENDANT:

DATED: February 9, 2022

L'ABRI MANAGEMENT, INC.



Owner

Title

APPROVED AS TO FORM ONLY BY PLAINTIFF'S COUNSEL:

MOON & YANG, APC

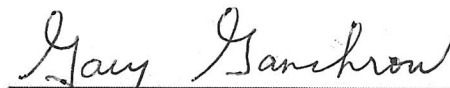
DATED:

Kane Moon
Allen Feghali
Enzo Nabiev

APPROVED AS TO FORM ONLY BY DEFENDANT'S COUNSEL:

PARKER, MILLIKEN, CLARK, O'HARA &
SAMUELIAN

DATED: February 10, 2022



Gary Ganchrow
Juliette Tran

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: LUPE GUTIERREZ, an individual, on behalf of the State of California, as a private attorney general, Plaintiff v. L'ABRI MANAGEMENT, INC., Defendant, Los Angeles County Superior Court, Case No. 21STCV14668 filed on April 15, 2021 (the "Lawsuit")

[claims admin info]

A settlement has been reached in the above-referenced lawsuit.

On XXXX, the Los Angeles County Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The Court approved a Settlement in the amount of \$430,000.00. After accounting for the Plaintiff's attorney's fees of 35% and costs of up to \$15,000.00, and settlement administration costs of up to \$20,000.00; the State of California will receive approximately \$178,312.50 (75% of the remaining settlement amount as required by law) and the eligible current and former employees of *L'Abri Management, Inc.* ("Defendant") are receiving a pro rata share of the remaining approximately \$59,437.50 (25% of the PAGA Penalties) based upon the number of pay periods he/she worked for Defendant from January 1, 2020 through <<earlier of date of approval or February 28, 2022>>.

By way of this Settlement, Defendant has been released from any and all claims, demands, rights, liabilities, and/or causes of action for PAGA penalties pursuant to Labor Code Section 2698 *et seq.* that were or could have been brought by Plaintiff based on the facts alleged in the lawsuit, any of the PAGA Members, or the State of California, including PAGA penalties for alleged violations of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and any category of violations identified in Labor Code § 2699.5. (The "PAGA Notice refers to a April 13, 2020 letter, and amended letters dated August 4, 2021 and November 12, 2021 that Plaintiff submitted to the Labor and Workforce Development Agency ("LWDA") giving notice of her intent to pursue a representative PAGA action, on behalf of herself and the State of California as well as on behalf of other aggrieved employees.) This includes, the failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to provide a day of rest, failure to reimburse necessary business expenses, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements and unfair business practices. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

You are receiving money under the Settlement because you are or were an employee of Defendant within the State of California who worked one or more pay periods from January 1, 2020 through <<earlier of date of approval or February 28, 2022>>. Your settlement amount is <<\$ Amount>>. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above. However, nothing in this Lawsuit releases your individual claims.**

<u>Questions About The Settlement:</u>	<u>Questions About Your Check or Address Information:</u>
Kane Moon, Esq. Allen Feghali, Esq. MOON & YANG, APC 1055 W. 7 th Street, Suite 1880 Los Angeles, CA 90017 Telephone: (213) 232-3128	ILYM Group, Inc. [INSERT CONTACT INFORMATION]